BOARD OF SUPERVISORS
Yolo County, California

Date: September 30, 1963
Entry No. 16

File:
BOARD OF SUPERVISORS-CLERK-
Duties & Proceedures

MINUTE ORDER NO. 63-301: PERMISSION FOR THE CLERK OF THE BOARD TO ENTER ALL RESOLUTIONS IN FULL IN A RESOLUTION BOOK IN LIEU OF ENTERING THEM IN FULL IN THE MINUTE BOOK, WAS GRANTED, PROVIDING THAT THE MINUTE BOOK REFLECT THE RESOLUTION NUMBER AND SUBJECT MATTER OF SAID RESOLUTION: THE CLERK WAS FURTHER AUTHORIZED TO DO THE SAME WITH ORDINANCES, AGREEMENTS, CORRECTIONS AND CANCELLATIONS ON THE CURRENT YEAR ASSESSMENT ROLL, UNSECURED ROLL, AND SECURED ROLL. (See Gov. Code 25102.1)

Upon motion of Supervisor Duncan, seconded by Supervisor McDermott, and duly carried, the above Minute Order was so ordered by the following vote:

Ayes: McDermott, Conner, Stephens, Duncan, Combs.

Noes: None.

Absent: None.

(12)

(Endorsed) Filed SEP -8 1966
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 66- 70

(Radiology Agreement)

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THIS AGREEMENT made and executed in quadruplicate at Woodland, California, as of the 1st day of August, 1966, by and between the County of Yolo for the Yolo General Hospital, an institution owned and operated by the County of Yolo, hereinafter designated as COUNTY, and G. ROBERT HANSON, M. D., hereinafter designated as RADIOLOGIST,

W I T N E S S E T H:

WHEREAS, COUNTY requires the services of a Radiologist in its hospital Diagnostic Radiological Department; and

WHEREAS, RADIOLOGIST is a duly qualified and licensed specialist; and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the operation of said Diagnostic X-Ray Department in said Yolo General Hospital during the term hereof;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

FIRST: COUNTY shall supply, furnish, maintain and control the operation of the Diagnostic X-Ray Department in the Yolo General Hospital. RADIOLOGIST shall use the premises solely for the practice of the specialty of Radiology.

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SECOND: RADIOLOGIST shall be a member of the Medical Staff of Yolo General Hospital, subject to the Medical Staff By-Laws, Rules and Regulations, and shall be granted such privileges as may be recommended by the Medical Staff of Yolo General Hospital to the Board of Supervisors of Yolo County, the Governing Board

of COUNTY.

THIRD: All non-medical personnel required for the proper operation of said X-Ray Department shall be selected and employed by COUNTY; however, RADIOLOGIST shall be an additional member of the Qualification Review Board appointed to aid in the review of credentials and to recommend in writing the approval or disapproval in hiring of a new Senior X-Ray Technician.

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FOURTH: RADIOLOGIST shall perform at a flat charge of FIFTEEN HUNDRED DOLLARS ($1500.00) per month all of the diagnostic X-Ray examinations requested on patients determined to be Yolo County indigents; RADIOLOGIST'S services to include the reading of films, typing and rendering a report, performing fluoroscopies and other special procedures normally performed by a Radiologist. RADIOLOGIST is to bill all patients not determined as Yolo County indigents for services he performs, COUNTY to provide RADIOLOGIST with the necessary billing information.

FIFTH: COUNTY component of X-ray charges to patients are to be based on the latest relative value study of the California Medical Association and to be in general accordance with customary local fees for comparable services. If there shall arise any question concerning the character of services furnished in said X-Ray Department, RADIOLOGIST or the Medical Staff of Yolo General Hospital shall have the right to submit such matter for determination to the Yolo County Board of Supervisors, Governing Board of COUNTY, and its decision in that regard shall be final.

SIXTH: In the performance of the work, duties, and obligations devolving upon him under this agreement, it is mutually understood and agreed that RADIOLOGIST is at all times acting and performing as an independent contractor practicing his profession of medicine and surgery and specializing in X-Ray diagnosis and treatment; that COUNTY shall neither have nor exercise any control or direction over the methods by which RADIOLOGIST shall perform his work and functions excepting that RADIOLOGIST does

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by this agreement agree to perform his said work and functions at all times in strict accordance with currently approved methods and practice in his professional specialty, and that the sole interest of COUNTY is to assure that said Diagnostic X-Ray work and service shall be performed and rendered in a competent, efficient, and satisfactory manner. All applicable provisions relating to licensing and regulating of physicians and hospitals shall be fully complied with by all parties hereto.

SEVENTH: In the event there is any disagreement as to the work schedule of RADIOLOGIST such disagreement shall be referred to the executive committee of the Yolo General Hospital Medical Staff for recommendation to the Governing Board of COUNTY whose action shall be final. COUNTY expressly agrees that the work of the X-Ray Department may be done by such assistant radiologists as RADIOLOGIST may employ, or associates or partners in practice with RADIOLOGIST, so long as approval of COUNTY is obtained prior to such practice by assistant radiologists or associates or partners. Nothing contained in this paragraph or in this agreement shall be construed to permit assignment by the RADIOLOGIST of any rights under this agreement and such assignment is expressly prohibited.

EIGHTH: Fees payable under this contract are based upon a ratio of County indigent patients to the total number of patients. COUNTY and RADIOLOGIST both reserve the right to change this contract whenever this ratio changes.

NINTH: This agreement to be in effect for a period of three (3) years, beginning August 1, 1966, and ending June 30th, 1969, but may be terminated earlier by either party giving the other thirty days' written notice of said earlier termination date.

IN WITNESS WHEREOF, COUNTY has caused this agreement to be executed and its seal to be hereunto affixed by its officers thereunto duly authorized and RADIOLOGIST has executed this

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agreement by hereunto setting his hand as of the day and year first above written.

COUNTY OF YOLO for the
YOLO GENERAL HOSPITAL

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CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY
(SEAL)

/s/ G. Robert Hanson M.D.
G. ROBERT HANSON, M. D., RADIOLOGIST

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YOLO COUNTY
AGREEMENT NO. 66-71

CONTRACT OF County of Yolo

WITH THE FIRM OF COATES, HERFURTH AND ENGLAND, CONSULTING ACTUARIES
FOR MAKING A VALUATION AS STATED HEREIN

Micro Fiched

By this AGREEMENT made this 19th day of SEPTEMBER, 19 66, in accordance with and subject to the provisions of the State Employees' Retirement Law, by and between the Board of Supervisors of the County of Yolo hereinafter referred to as Agency, and COATES, HERFURTH, AND ENGLAND, Consulting Actuaries, hereinafter referred to as Actuaries, Agency, and Actuaries agree as follows:

A. Agency herewith retains the services of Actuaries to perform, as of June 30, 1966, the investigation and valuation required by Section 20127 of the State Employees' Retirement Law for the purpose of determination by the Board of Administration of the State Employees' Retirement System of the contributions to be made by Agency under Agency's contract with said Board in accordance with Section 20527 of said Law.

B. Agency's contract with the Board of Administration covers 1055 present, former, and retired employees of Agency in 2 membership categories with benefits as specified in Contract Status Form 556-s attached hereto, and said contract provides that liabilities on account of prior service shall be amortized as a percentage of member payroll until December 31, 1979.

C. Agency will pay $ 682 to Actuaries upon completion of the valuation, such fee being based on the number of persons and membership categories set forth above. Should Actuaries encounter any unusual situation which might require an additional expenditure of time, said situation shall be brought to the attention of said Board of Administration for further consideration. It is understood that the time expended in connection with said unusual situation is not included within the fee stated herein.

D. Data relative to members and retired persons shall be furnished to Actuaries by the Board of Administration, State Employees' Retirement System and the Actuary of said System shall specify the actuarial tables, schedules of rates, and other actuarial factors and procedures to be used. The valuation is to be conducted under the direction of the Actuary of said system and all work sheets, final results, and reports from Actuaries are to be delivered to him at conclusion of said work. Agency shall deal with Actuaries only through the Actuary of said system.

E. Actuaries shall render the services herein provided for in a satisfactory and expeditious manner. Actuaries shall furnish to the Board of Administration, in addition to data provided herein to be furnished, a written summary in duplicate on the Retirement System's form of the results of the calculations made under this agreement. The compensation provided for herein shall be payable by Agency to Actuaries when such summary is delivered to Agency by the Board of Administration.

FILED
SEP 28 1966
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

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Witness our hands the day and year first above written.

COATES, HERFURTH, AND ENGLAND

BY [signature], Partner

APPROVED BY William E. Payne
William E. Payne, Executive Officer
for Board of Administration, State Employees' Retirement System.

County of Yolo
Name of Agency

BY [signature]
Chairman, Board of Supervisors,
Title County of Yolo, State of Calif.

Approved as to Form
Dated September 14, 1966
[illegible] County

Ret. Form 424

Micro Fiched

Contract Status as of February 1, 1964 for YOLO COUNTY Code 416

Status release number 34

Amended: 1-1-61, 2-1-64

20493 or 20580 effective Not Applicable Alpha 4880

	(a) Miscellaneous	(b)	(c)	(d) Local Safety Emp.-CPO	(e)
1.0	Coverage:				
1.01	SEMS since.	1-1-60*	Excluded	1-1-60	
1.02	OASDI since (D=Div., A=All) .	A 10-23-52		A 10-23-52	
1.03	retro to.	1-1-51		1-1-52	
1.04	Former Group A re-employ as .	---		XXXXXXXXXX	
1.05	Refund retro OASDI adj. contr.	---		---	
2.0	Local System.	No		No	
2.01	Use age for contr. rates. . .	---		---	
2.02	Employee contr. transferred .	---		---	
2.03	Retired lives transferred . .	---		---	
3.0	Retirement Formula:				
3.01	Basic Formula	1/90-1/60FF		2½% @ 60	
3.02	Percent for P/S	100%		100%	
3.03	Misc. P/S improved to.	Age 65		XXXXXXXXX	
3.04	Minimum Retirement Age. . . .	55		55	
3.05	Minimum Guarantee	$60		$60	
3.06	Mod. 1st $400 for OASDI from	Employment		No	
3.07	until	Variable		---	
3.08	thereafter 1st $_____ to.	Per		---	
3.09	thereafter 1st $_____ to.	OASDI		---	
3.10	Ordinary disability formula .	1.5%		1.5%	
3.11	Disability limit (section). .	21297 M		21297 F	
4.0	Compensation Average:				
4.01	For P/S Benefits.	3H(1-1-60)		3H(1-1-60)	
4.02	For C/S Benefits.	3H(1-1-60)		3H(1-1-60)	
4.03	Gr. since (date)	1-1-60		1-1-60	
4.04	Include overtime.	No		No	
5.0	Post-retirement Death Benefits:				
5.01	Lump Sum.	$400		$400	
5.02	1/2 continuance (21264) . . .	XXXXXXXXXX		No	
6.0	Pre-retirement Death Benefits:				
6.01	Local System contn credit . .	---		---	
6.02	Local System serv. credit . .	No		No	
6.03	'57 Survivor (21365.5) since.	No		No	
6.04	'59 Survivor (21380-6) since.	XXXXXXXXXX		XXXXXXXXX	
6.05	Safety violent indust. (21364)	XXXXXXXXXX		No	

Entries below apply to all groups

7.0 Special Service:		8.0 Allowance Increases:	
7.01 C/S pre-membership (20804.5)	No	8.01 To member formula (21251.3). . .	No
[illegible]		8.02 $100 min. guar. (21258.2). . . .	No
7.03 Mil. @ agcy. cost (20894.5)	No	8.03 '55 to pre-3 yr. ave. (21251.4) .	No
7.04 P/S with 10 yr. C/S (20834.1)	No	8.04 '57 to pre-7/2/56 ret. (21251.5).	No
7.05 P/S wage other source (20839)	No	8.05 For 20834.1 service (20834.2). .	No
		8.06 For 20839 service (20840). . . .	No
		8.07 '63 to pre-1/1/62 ret (21255.16).	No

Exclusions & Remarks *Exclusion of hospital employees removed 1-1-61.

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Ret. Form 556-s (Rev. 8/62)

FILED

OCT - 4 1966

LAURENCE P. HENIGAN, Clerk

By Pete G. Lucas Deputy

AGREEMENT NO. 66-72

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

Micro Fiched

THIS AGREEMENT, made and entered into this 19th day of September, 19 66, by and between

A. Teichert & Son, Inc.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

reconstruct portions of certain streets and repave said streets and other streets as shown on the contract plans,

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

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The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Omnibus Contract No. 2

(Plan Index No.) (WO # See Specifications

Approved Sept. 2, 1966 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within forty (40) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

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subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

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ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

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APPROVED:

(County Counsel)

COUNTY OF YOLO

By

Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By Deputy

A. TEICHERT & SON, INC.

By

EDWARD A. STETLER
DISTRICT MANAGER

Contractor

FORM — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 66-73

(12)

THIS AGREEMENT, Made and entered into this 22nd day of June, 19[illegible], at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly authorized or appointed, qualified and acting

Assistant Chief, Division of Administration, Department of Public Health
Title of officer acting for State — Department or other agency

hereinafter called the State, and

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County of Yolo

hereinafter called the Contractor.

Witnesseth: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Description of services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The contract agreement between the County of Yolo and the Department of Health dated October 1, 1965,

a. Paragraph 2 is amended to read as follows:

"2. The period of this contract shall be from October 1, 1965 through April 30, 1967."

b. Paragraph 3 is amended to read as follows:

"3. In consideration of the above services performed in a manner satisfactory to the State, the State agrees to reimburse the Contractor for the cost of completed reports for the period October 1, 1965 through June 30, 1966 at the rate of $15 per completed case report for the period July 1, 1966 through June 30, 1967 and for all medical rejectee followed up at the local level as provided to the State. Reimbursement shall be not more frequently than quarterly, for arrears upon submission of an invoice in triplicate provided however, that the total amount of this contract shall not exceed $1,200.00."

c. Paragraph 7 is amended to read as follows:

"7. It is the intention of both parties to this contract, to negotiate the amount of the contract in the event the case load increases or decreases."

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

By [signature] (Signature of State agency)

Assistant Chief, Division of Administration
Title

Contractor County of Yolo
(If other than an individual, state whether a corporation, partnership, etc.)

By [signature]

[illegible]
Address

(Continued on [illegible] sheets, each bearing name of Contractor)

Approved as to Form

Approved for Department of Finance

DO NOT WRITE IN THIS SPACE

To Be Charged Against
Appropriation [illegible]
Function or Fund [illegible]
Line Item Allotment [illegible]

Amount of this Estimate [illegible]
Unencumbered remainder after posting the foregoing to Allotment Ledger [illegible]
Amount now encumbered [illegible]
Amount to be encumbered hereafter [illegible]

I Hereby Certify Upon My Own Personal Knowledge that Budgeted Funds are Available for the Period and Purpose of the Expenditure Stated Above. (After T.B.A. No. [illegible] or D.A. No. [illegible])

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Signature of Accounting Officer

Chief Counsel

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

draft call, provided however, that additional funds are made available by the Federal government and further provided that the rate of compensation per case shall not exceed that specified in paragraph 4 above."

2. All other terms and conditions of said contract shall remain in full force and effect.

FILED
JUN - 5 1968
LAURENCE P. HERTZ
By Deputy

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FILED

LAU... By Barbara A. Rodgers

YOLO COUNTY AGREEMENT NO. 66-74 03-Yol-505 0.0/13.6

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 26th day of SEPTEMBER, 1966, by and between the STATE OF CALIFORNIA, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as the "State", and the COUNTY OF YOLO, hereinafter for convenience referred to as the "County",

W I T N E S S E T H:

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WHEREAS, the California Highway Commission has adopted a resolution on August 16, 1955, declaring that certain portion of State Highway Route 505 in the County of Yolo between Solano County Line and three miles north of Madison to be a freeway; and

WHEREAS, the State and the County have heretofore executed a Freeway Agreement dated March 3, 1958, with respect to the portion of said route between Solano County Line and County Road 19; and

WHEREAS, the plan for said freeway has since been revised in certain particulars, with respect to said portion, and a new plan map has been prepared, showing the revised plan of the State as it affects county roads, including provisions for closing county roads, for carrying county roads over or under or to a connection with such freeway, for relocation of county roads, and for construction of frontage roads and other local roads.

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes the freeway agreement dated March 3, 1958, in its entirety. In lieu thereof, the County agrees and consents to the closing of county roads, relocation of county roads, construction of frontage roads and other local roads, and other construction affecting county roads, all as shown on the plan map attached hereto marked Exhibit "A", between the Solano County Line and 2 3/4 miles north of Madison and made a part hereof by this reference.

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2. The State in the construction of said freeway will, at the State's expense, make such changes affecting county roads in accordance with the said plan map attached hereto or as the same may hereafter be modified by mutual agreement between the parties hereto. The State may, at the State's expense, install signs, signals, and other traffic control devices at appropriate locations to be determined by the State in order to regulate, warn or guide traffic upon highways.

3. The State agrees to acquire all necessary right of way as may be required for construction, reconstruction or alteration of county roads and frontage roads, and the County hereby authorizes the State to acquire in its behalf all such necessary right of way.

4. The County will accept control and maintenance over each of the relocated or reconstructed county roads, and the frontage roads and other State constructed local roads on notice to the County Road Commissioner from the State that the work thereon has been completed, except as to any portion thereof which is adopted by the State as a part of the freeway proper. The County will also accept title to the portions of such roads lying outside the freeway limits, upon relinquishment by the State.

5. It is understood between the parties that the right of way may be acquired in sections or units and that, both as to the acquisition of right of way and the construction of the freeway projects, the obligations of State hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. This agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment through State and County cooperation of the whole freeway project for the benefit of the people of the State and of the County.

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IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day above first written.

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STATE OF CALIFORNIA
Department of Public Works

Approved:

JOHN ERRECA
Director of Public Works

By _____
RAY VARLEY
Assistant Director

Deputy State Highway Engineer

OCT 2 0 1966

Approved as to Form:

THE COUNTY OF YOLO
A body politic

_____
Attorney (State)

By _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Dated September 27, 1966
_____
County Counsel of Yolo County

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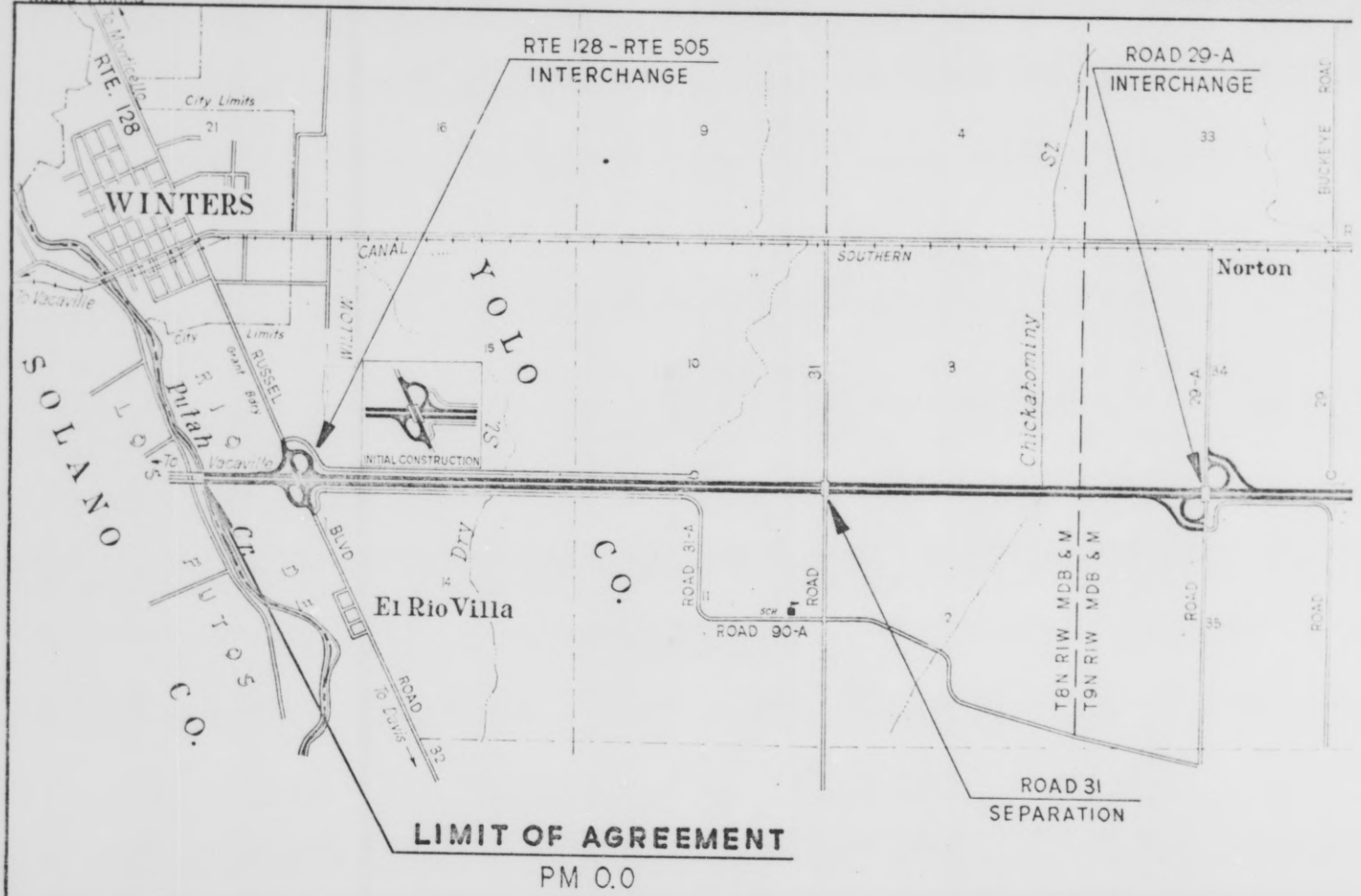

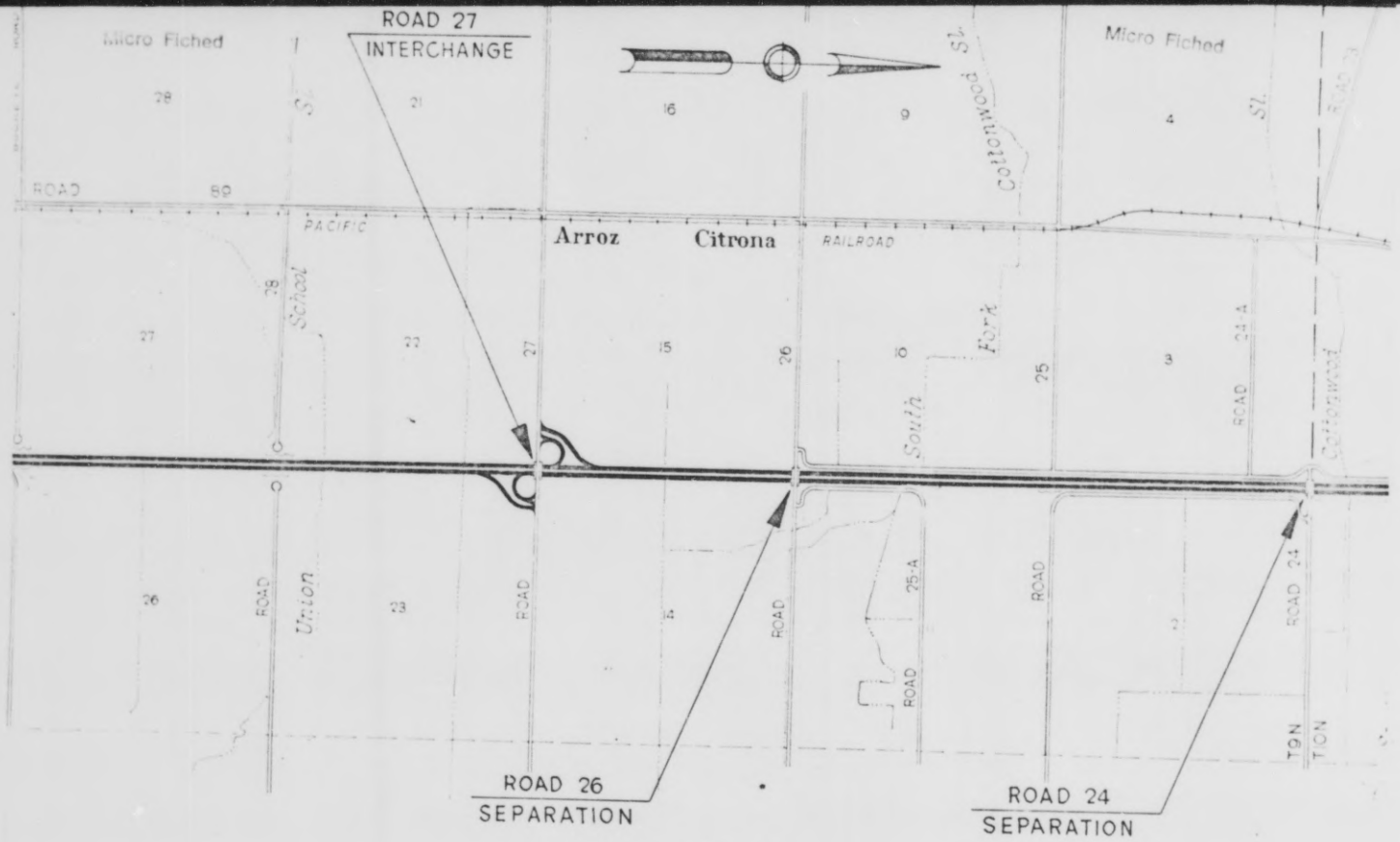
Micro Fiched
ROAD 27
INTERCHANGE
Micro Fiched
ROAD 89
PACIFIC
Arroz
Citrona
RAILROAD
Cottonwood St.
School
Union
South Fork
ROAD 24-A
ROAD 25-A
ROAD 24
ROAD 26
SEPARATION
ROAD 24
SEPARATION
T9N
T10N
LEGEND
FREEWAY AND CONNECTIONS
FRONTAGE ROADS AND OTHER LOCAL ROADS
ROAD CLOSURES

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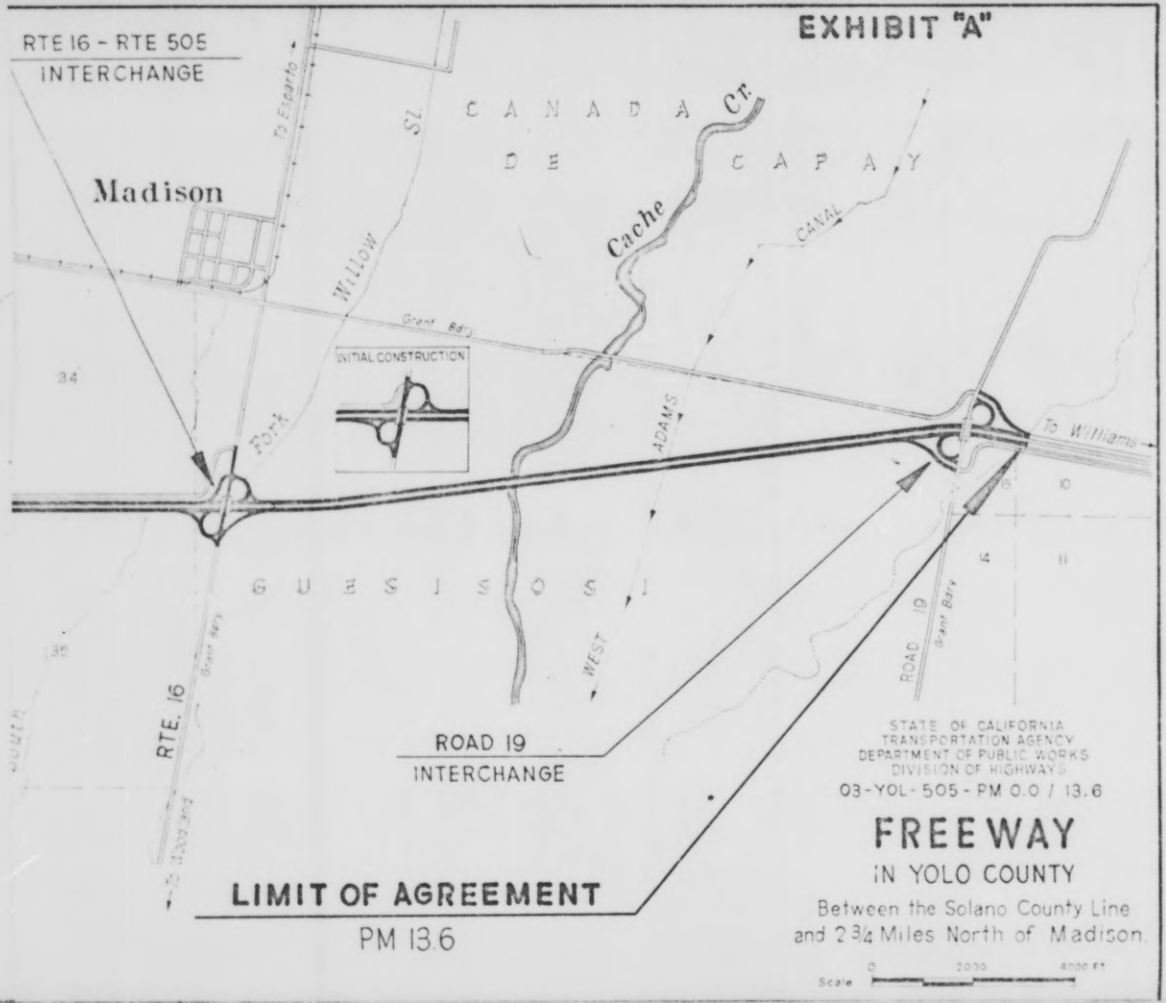
EXHIBIT "A"



STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
03-YOL-505 - PM 0.0 / 13.6

FREEWAY

IN YOLO COUNTY

Between the Solano County Line
and 2 3/4 Miles North of Madison.

Scale 0 2000 4000 FT

(Endorsed) Filed October 5, 1966
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS, Deputy

AGREEMENT NO. 66-75

ARCHITECTURAL SERVICES AGREEMENT

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THIS AGREEMENT is made and entered into by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and BAROVETTO AND THOMAS INC., hereinafter referred to as ARCHITECT,

W I T N E S S E T H:

WHEREAS, COUNTY contemplates the construction of a branch library in conjunction with the Memorial Auditorium Complex of the City of Davis, hereafter sometimes called "SAID PROJECT"; and

WHEREAS, COUNTY desires to employ the services of said ARCHITECT for preparation of preliminary plans and preliminary cost estimates for said project; and

WHEREAS, after the completion of said preliminary plans and preliminary cost estimates, COUNTY may desire to employ said ARCHITECT to prepare working drawings and specifications for constructing said project.

NOW, THEREFORE, it is hereby mutually understood and agreed as follows:

I. General

COUNTY engages ARCHITECT to furnish the services hereinafter mentioned, st and for the compensation herein stipulated, and ARCHITECT accepts said engagement upon all of the terms and conditions hereinafter set forth.

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II. Definition

For the purposes of this agreement the following definitions are accepted and approved by the parties hereto:

A. "Preliminary Plans": Drawings or prints thereof, prepared by the ARCHITECT for approval by the Board of Supervisors prior to preparation of working

drawings and specifications and consisting of floor plans and elevations, perspective drawings in color and other drawings necessary to illustrate the work to be done in the preparation of working drawings.

B. "Working Drawings and Specifications": Working drawings and specifications shall consist of the complete and accurate set of architectural, structural, engineering, mechanical, electrical and plumbing drawings fully dimensioned and noted, which clearly indicate all parts of the work and detailed specifications required to complete the entire improvements, complete with all services and appurtenant improvements, including, but not necessarily limited to, the general plot plan, utility plan, grading plan, automobile parking plan, exterior lighting, concrete work, carpentry, plastering, heating, ventilating, electrical, plumbing, painting, roofing, tile work, hardware, landscaping, and sprinkler systems.

III. Duties of Architect. The ARCHITECT shall:

A. When and as requested by the Board of Supervisors attend conferences with the County Executive, Board of Supervisors, County Librarian, or Library Advisory Board to accomplish the planning and preliminary studies of said project.

B. Prepare preliminary plans and preliminary cost estimates based upon the request of the Board of Supervisors and present same to the County Executive, the Library Advisory Board, and to the Board of Supervisors for review and approval.

C. After approval of preliminary plans and preliminary estimates, prepare detailed working drawings and specifications, if ordered to do so by the Board of

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Supervisors, necessary for the award of a contract and for the construction of said project. Working drawings and specifications shall conform to the minimum requirements of the Uniform Building Code (1964 Edition), the Uniform Electrical Code (1965 Edition), and the Uniform Plumbing Code (1964 Edition), as said Codes have been adopted and amended by COUNTY, and the ARCHITECT shall secure the approval of County Engineer and County Building Inspector of said working drawings and specifications, and thereafter:

1. Furnish and deliver to COUNTY structural engineering drawings and computations on structural engineering, in connection with design of said project.
2. Furnish and deliver to COUNTY detailed specifications of all construction itemized in Paragraph II (B) for said project. ARCHITECT shall furnish twenty-five (25) complete sets of working drawings. ARCHITECT also shall prepare the forms of agreement, performance bond, labor and material bond, proposal and general conditions in form acceptable to the County Counsel and Board of Supervisors for said project.
3. Furnish and deliver to COUNTY final cost estimates based upon the completed plans and specifications for said project, and broken down under the terms of construction itemized in Paragraph II (B).
4. Perform all services necessary and proper in connection with award of contracts, and if contract is awarded, perform all services necessary and proper in preparation of large scale detail, checking shop drawings; issuance of certificates of payment; and verification of construction accounts;

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provide general supervision and administration of work of construction; make occasional visits to site during construction, said visits to consist of not less than two (2) per week, each such visit to consist of not less than one (1) hour duration.

5. Perform such other duties as may be necessary or proper and which are usually performed by an architect for the successful completion of said work of construction of the project.

IV. Data and Services to be Provided by COUNTY

The following data and services will be furnished without cost to ARCHITECT by COUNTY when and as requested in writing by ARCHITECT:

A. Any soil tests reasonably required by ARCHITECT.

B. Records and maps available in COUNTY'S files or any other such information to aid ARCHITECT in his studies for successful planning and designing of the project.

C. Sample forms of agreement, performance bond, labor and materials bond, proposal, and general conditions, all of which shall be revised as necessary by the ARCHITECT and incorporated in the specifications.

V. Payments by COUNTY

A. Upon completion by ARCHITECT and approval by the Board of Supervisors of the services required under Paragraphs III (A) and III (B), COUNTY shall pay to ARCHITECT a sum equal to two percent (2%) of the preliminary estimate. Upon completion of the services by ARCHITECT under Paragraph III (A) and III (B), the COUNTY may terminate this agreement by paying said sum to ARCHITECT and the COUNTY shall, thereafter, be relieved of any further liability under this agreement.

B. In the event that COUNTY employs ARCHITECT to prepare

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working drawings and specifications from ARCHITECT'S preliminary plans for the construction of said project, then upon the award of the contract for construction of said project, pursuant to those working drawings and specifications, COUNTY shall pay to ARCHITECT a sum sufficient when added to the previous payment provided for under sub-paragraph A above, to equal six and one-half (6 1/2) percent of the bid of the successful bid or bidders upon such award.

C. Thereafter, upon acceptance by the COUNTY of the completed project constructed pursuant to such drawings and specifications and completed by ARCHITECT of all services to be performed hereunder by ARCHITECT, the COUNTY shall pay to ARCHITECT a sum sufficient when added to the previous payments made under sub-paragraphs (A) and (B) above to equal eight (8%) percent of the total final cost of construction of said project. The total final cost for the purpose of this sub-paragraph C shall include debits and credits on any Change Orders issued and approved by the COUNTY during the period of construction. ARCHITECT agrees to accept such eight (8%) percent of the total final cost as whole compensation for all services rendered by ARCHITECT which may be due under this agreement.

VI. Revisions

In the event that COUNTY employs ARCHITECT to prepare working drawings and specifications for construction of said project, pursuant to ARCHITECT'S preliminary plans, then ARCHITECT, in addition to all the foregoing, agrees:

A. To prepare such working drawings and specifications so that ARCHITECT'S final estimate shall not exceed by more than ten (10%) percent his preliminary estimate,

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after adjustment as hereafter provided in sub-paragraphs D and E.

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B. That in the event that the lowest acceptable responsible bid received pursuant to any of ARCHITECT'S working plans and specifications, exceeds by more than fifteen (15%) percent ARCHITECT'S preliminary estimate after adjustment as hereafter provided in sub-paragraphs D and E, then ARCHITECT agrees to provide all necessary additional services including, if necessary, redesigning of the entire proposed structure, at no additional cost to the COUNTY, in order to prepare new sets of working plans and specifications and to provide the services in connection therewith, specified in paragraph III (C) above, until an acceptable responsible bid has been received by COUNTY for construction of said project within fifteen (15%) percent of the ARCHITECT'S preliminary estimate.

C. The time allowed ARCHITECT to so redesign and to furnish new or revised working drawings and specifications in the event of the failure of the COUNTY to receive an acceptable responsible bid in conformity with the limitations of sub-paragraph VI (B) shall not exceed forty-five (45) calendar days after notification of the ARCHITECT by the COUNTY of such fact.

D. If COUNTY requests a change or changes from the preliminary plans accepted by it, as to the type of structure to be built, or the area thereof, or the type of construction, or equipment required therein, or in any other particular, and by such change it is impossible for ARCHITECT to remain within the above mentioned ten (10) and fifteen (15) percent limitations of paragraphs A and B, if ARCHITECT notifies the COUNTY in writing

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within five days of each such change requested by COUNTY indicating the increase which would be occasioned thereby and COUNTY thereafter directs such change or changes in writing, then but only to the extent of such increases such ten (10) and fifteen (15) percent limitations may be exceeded for the purposes of sub-paragraphs A and B of this Paragraph VI.

E. Any escalation in building costs between the time of the acceptance of the preliminary plans by COUNTY and the actual opening of bids shall be added to the preliminary estimate of ARCHITECT for the purpose of computing said ten (10) and fifteen (15) percent limitations referred to in sub-paragraphs VI (A) and VI (B). The Engineering News Record's Cost Index shall be used as the criterion to determine such increase in cost.

F. Should COUNTY determine not to order the ARCHITECT to redesign the structure or prepare new sets of working plans and specifications after failure of the COUNTY to receive an acceptable responsible bid within said fifteen (15) percent limitation, then in that event, the preliminary estimate shall become and be the final basis for calculation of fees to be paid the ARCHITECT, and ARCHITECT shall be entitled to receive as full compensation for services under this agreement, a sum sufficient when added to the previous payment provided for under paragraph V (A) above, to equal six and one-half (6 1/2) percent of the preliminary estimate.

G. In the event that the lowest acceptable responsible bid does not exceed the preliminary cost estimate by more than fifteen (15) percent, as described in sub-paragraph VI (B) and the COUNTY shall nonetheless order changes in design or construction thereafter, the

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COUNTY shall pay to the ARCHITECT an amount for such extra expense and services of ARCHITECT as may be agreed upon between the parties prior to the making of such revisions.

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H. If for any reason the project is not submitted for bids for construction, prior to six (6) months after delivery to the COUNTY of the approved working drawings and specifications, the preliminary estimate shall become and be the final basis for calculation of fees to be paid the ARCHITECT and ARCHITECT shall be entitled to receive a full compensation for services under this agreement, a sum sufficient when added to the previous payment provided for under Paragraph V (A) above, to equal six and one-half (6 1/2) percent of the preliminary cost estimate.

I. Should any part or all work as shown on approved final drawings and specifications be eliminated or abandoned either before or after bids have been received, due to lack of funds or for any other reason, or should COUNTY reject all bids even though the lowest acceptable responsible bid does not exceed the fifteen (15) percent limitation of paragraph VI (B), except, however, for work eliminated pursuant to preparation of new sets of working plans and specifications by ARCHITECT pursuant to paragraph VI (B) then with respect to such eliminated or abandoned work COUNTY shall pay to ARCHITECT four and one-half (4 1/2) percent of the preliminary estimate for such eliminated work and shall constitute payment in full to ARCHITECT for the portion of the work eliminated or abandoned.

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VII. ARCHITECT agrees to complete and deliver the services required under paragraphs III (A) and III (B), on or before the

expiration of one hundred (100) calendar days from the date hereof. The balance of the required services, excluding the services required under paragraphs III (C) (4) and III (C) (5), shall be delivered or performed on or before the expiration of seventy-five (75) calendar days from the date of approval by the Board of Supervisors of the preliminary plans and specifications.

Should ARCHITECT be able to save time in delivering the services required under paragraphs III (A) and III (B), said time saved shall be added to the calendar days allowed to ARCHITECT for completion of required services excluding the services required under paragraphs III (C) (4) and III (C) (5).

VIII. All original drawing, plans, and design notes shall become the property of the COUNTY. The design notes may be photostatic copies of the originals. All original drawings are to be made on linen.

IX. The plans and specifications shall bear the name of ARCHITECT, and Structural Engineer where applicable, together with his certificate number.

DATED this 3rd day of October, 1966.

COUNTY OF YOLO

BY J. W. [illegible]
CHAIRMAN OF BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY [illegible] (SEAL), DEPUTY

BAROVETTO AND THOMAS INC.

BY [illegible]

APPROVED AS TO FORM:

day of , 1966.

CHARLES R. HACK
COUNTY COUNSEL

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AGREEMENT NO. 66-76

AGREEMENT FOR RECEIVING HOME FOR DEPENDENT AND NEGLECTED CHILDREN

Between

COUNTY OF YOLO AND MR. AND MRS. JAMES GRIFFIS

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The County of Yolo, hereinafter called the COUNTY, and Mr. and Mrs. James Griffis, hereinafter called the CONTRACTOR agree as follows:

1. The CONTRACTOR shall at all times during the term of this agreement provide and keep available at 1007 Elliot Street, Woodland, (Address) (Post Office) California, the total of 6 boarding home accommodations for children who are under the supervision or care of the COUNTY. The CONTRACTOR shall render boarding home care to all children so placed in accordance with the CONTRACTOR'S license and departmental policies, and shall furnish such service exclusively to the COUNTY and its departments.

2. The Contractor reserves the right to refuse or accept or to require the removal of any child, who, in the opinion of the CONTRACTOR, is so unmanageable that his reception and care by the CONTRACTOR would cause substantial injury or peril to its operation. Requests for removal shall be made by the CONTRACTOR to the County Probation Department.

3. The CONTRACTOR shall report to the County Probation Department on forms provided by the County, the name, date, time, placing department and other indicated information for each child placed with the CONTRACTOR by the Probation Department and for each such child discharged from the CONTRACTOR'S premises, as soon as practicable after the time of occurrence.

4. In consideration of the performance of the foregoing services, the COUNTY shall pay to the CONTRACTOR, on presentation of a proper claim therefor, a stand-by charge of $300.00 per month and, in addition, the boarding home rate of $3.00 per day for each child actually placed and receiving care. For the purpose of this agreement, a day's care

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shall be considered to be any portion of a day during which discharge occurs; except that where intake and discharge occur on the same day, the charge for one day shall be paid.

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5. COUNTY will not make payments to CONTRACTOR for any period of time during which the home is not available for placement of children by reason of incapacity, illness, death, absence from the home, existence of unsuitable conditions, or for any other cause.

6. CONTRACTOR shall promptly notify COUNTY of any expected absence from the home, change of conditions, or other circumstance which might effect the suitability or availability of the home for placement of children, and any other change in circumstance of CONTRACTOR or the home which the County Probation Office shall require to be reported.

7. The CONTRACTOR shall not be entitled to the remuneration provided herein during any period of failure to comply with the terms of this agreement.

8. CONTRACTOR will at any time immediately surrender any child pursuant to this agreement to the appropriate County Officer upon request by the County Probation Officer.

9. This agreement shall be in effect for one year from date thereof, but may be terminated upon 30 days' written notice by either party.

DATED: OCTOBER 26, 1966.

Mrs. Jean L. Duffy
Mrs. Joann Duffy

(Contractor)

COUNTY OF YOLO

By: _____
Chairman
of the Board of Supervisors of said
County of Yolo, State of California

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FILED
OCT 21 1966
LAURENCE P. HENIGAN, Clerk
By PEARL LUCAS
Deputy

AGREEMENT NO. 66-77

COMMUNITY-WIDE TRANSFER AGREEMENT

BETWEEN

HOSPITALS and EXTENDED CARE FACILITIES

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To facilitate continuity of care and the timely transfer of patients and records between the hospital and the extended care facility under the requirements of Section 1861 (l) of the Social Security Act, the hospitals and extended care facilities listed below, as signified by the signature of an authorized representative, do hereby agree as follows:

1. When a patient's need for transfer from one of the herein named institutions to another herein named institution has been determined by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided customary admission requirements are met.
2. The transferring institution will complete and send with each patient at the time of transfer, or in the case of an emergency, as promptly as possible, the standard transfer and referral forms agreed upon and attached hereto to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include, but not be limited to, such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information. Micro Fiched
3. The transferring institution will be responsible for effecting the transfer of the patient, and transfer or

other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

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4. Patients, or if indicated, patient's relatives or other parties responsible for patients, shall be contacted by the institution transferring the patient prior to the transfer.

5. Charges for services performed shall be collected by the institution rendering such services, directly from the patient, third party payer or other sources normally billed by the institution, and no facility shall have any liability to another for such charges. (This provision does not preclude separate agreements between institutions for the sale, purchase or exchange of supplies or services including drugs and diagnostic or therapeutic services.)

6. The Governing Body of each facility shall have exclusive control of policies, management, assets and affairs of its respective institution. No institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by any other party to this agreement.

7. Only institutions named herein which are, and continue to be, licensed by the State of California and certified for participation under PL 89-97 by Department of Public Health are parties to this agreement.

8. Nothing in this agreement shall affect or interfere with the rules and regulations of an institution as they relate to medical staff membership privileges of physicians in the institution.

9. This agreement may be modified and amended from time to time by mutual agreement of all the parties.

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10. This agreement shall be in force and effect as to each

party from the time of execution by it; provided it may be terminated as to any party upon 60 days written notice to all other parties, and it shall be automatically terminated as to any party which fails to maintain its licensure or certification.

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IN WITNESS WHEREOF each party hereto has executed this agreement and set forth the name of the facility maintained by it:

Date: OCTOBER 10, 1966 Party: COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF BOARD OF SUPERVISORS

Facility: YOLO GENERAL HOSPITAL

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY
(SEAL)

Date: OCT 13 1966 Party: COUNTRYSIDE NURSING & CONVALESCENT HOME ORIGINAL SIGNED-

BY /s/ IRMA CEUNIS

Facility:

Date: OCT 13 1966 Party: ALDERSON CONVALESCENT HOSPITAL ORIGINAL SIGNED BY-

BY /s/ PLACIDA S. MIGUEL

Facility:

Date: _____ Party: _____

BY _____

Facility:

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Date: _____ Party: _____

BY _____

Facility:

PATIENT TRANSFER FORM

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Name _____ (Last) _____ (First)

Medicare Claim # _____ Age _____ Sex _____ Religion _____

Relative or Guardian _____ (Relation)

Relative or Guardian's Address _____ Tel. _____

From _____ Admission _____

Address _____

Date of Transfer _____

Transferred to _____ (Hosp., Extended Care Facility, Agency)

Address _____

Clinic Appt. _____

Date and Time _____ (Attach Clinic Appointment Card)

Date of Last Physical Examination _____

Physician in Charge at Time of Transfer _____

Will this Physician care for Patient after Admission to New Facility? _____

II. MAJOR DIAGNOSES

(Check if present)

Disabilities
- Amputation
- Paralysis
- Contracture
- Decub. Ulcer

Impairments
- Mentality
- Speech
- Hearing
- Vision
- Sensation

Incontinence
- Bladder
- Bowel
- Saliva

Activity Tolerance Limitations
None Moderate Severe

Patient knows diagnosis?

DIET, DRUGS, AND OTHER THERAPY
at Time of Discharge

(Physician, please sign below)

IMPORTANT MEDICAL INFORMATION
(State allergies if any)

Chest X-ray date _____ result _____
C.B.C. date _____ result _____
Serology date _____ result _____
Urinalysis date _____ result _____

SUGGESTIONS FOR ACTIVE CARE

BED

Position in good body alignment and change position every _____ hrs.
Avoid _____ position
Prone position _____ times/day as tolerated.

SIT IN CHAIR

_____ hrs. _____ times/day.

WEIGHT BEARING

Full _____ Partial _____ None _____
on _____ leg

LOCOMOTION

Walk _____ times/day.

EXERCISES

Range of motion _____ times/day
to _____

by patient _____ nurse _____ family _____
Other as outlined below _____
Stand _____ Min. _____ times/day.

SOCIAL ACTIVITIES

Encourage group _____ individual _____
within _____ outside _____ home.

Transports: Ambulance _____ Car _____
Car for handicapped _____ Bus _____

SUGGESTIONS FOR COMPLETING FORM

1. The purpose of this form is to insure continuity of care in transfer from hospital to extended care facility or extended care facility to hospital.
2. This form is not intended to supply information of long-term nature.
3. Original should accompany patient with transfer. Carbon retained in patient's record.

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Signature of Physician or Nurse _____ Date _____

Form 502 Briggs Printing Co., Des Moines, Iowa 50311

III. PATIENT INFORMATION

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SELF CARE STATUS

(Check level of ability. Write S in space if needs supervision only. Draw line across if inapplicable.)

	Independent	Needs Assistance	Unable to Do	
Bed Activity				Turns
				Sits
Personal Hygiene				Face, Hair, Arms
				Trunk & Perineum
				Lower Extremities
				Bladder Program
				Bowel Program
Dressing				Upper Extremities
				Trunk
				Lower Extremities
				Appliance, Splint
				Feeding
Transfer				Sitting
				Standing
				Tub
				Toilet
Locomotion				Wheelchair
				Walking
				Stairs

BED Low___Mattress Firm___Reg._____

Other_____

Side Rails: Yes____No____

BEHAVIOR

Alcoholic____Belligerent____Noisy____

Senile____Suspicious____Withdrawn____

MENTAL STATUS

Alert____Forgetful____Confused____

COMMUNICATION ABILITY

	Yes	No
Can speak		
Can write		
Understands speaking		
Understands writing		
Understands gestures		
Understands English		

If no, state language spoken_____

DIET

Regular____Low Salt____Diabetic____

Bland____Low Residue____

Other_____

Needs self____Needs help____

Fed____All____

PATIENT CARE

Appliance____Catheter____Colostomy____

Cast____Crutches____Prosthesis____

Walker____Cane____

OTHER EQUIPMENT_____

ADDITIONAL PERTINENT INFORMATION

(Explain necessary details of care, diagnosis, medications, treatments, prognosis, teaching, habits, preferences, etc. Therapists and social workers add signature and title to notes.)

IV. SOCIAL INFORMATION (Judgment re disability, emotional support from family, motivation to aid in rehabilitation, financial plan, family home problem, etc.)

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Social Worker Signature_____ Title_____ Date_____

Agency Address_____

FILED
OCT 18 1966
LAURENCE P. HENIGAN, Clerk
By PETE F. LUCAS
Deputy

AGREEMENT NO. 66-78

LEASE AGREEMENT

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THIS LEASE AGREEMENT made and entered into this 10th day of OCTOBER, 1966, by and between the IOOF HALL ASSOCIATION, hereinafter designated as Party of the First Part, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter designated as Party of the Second Part,

WHEREAS, party of the first part warrants that it is the owner of that certain building located on the northwest corner of Main and Third Streets, Woodland, California, and

WHEREAS, said party of the second part desires to lease a portion of same which is designated as 725 Main Street, Woodland, California, the parties hereto agree as follows:

W I T N E S S E T H:

1. Party of the first part does lease and let to the party of the second part the ground floor of said building, designated as 725 Main Street, Woodland, California, said premises being approximately 1,911 square feet in area.

2. That this lease shall commence on the first day of January, 1967, and shall terminate on the 31st day of December, 1969; that the said party of the second part shall have an option to renew this lease for a period of three (3) years providing the same is exercised by written notice delivered to the party of the first part not later than ninety (90) days prior to the termination of this lease.

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3. That as rental for said premises, party of the second part agrees to pay to party of the first part the sum of THREE HUNDRED DOLLARS ($300.00) per month payable in advance at Woodland, California. Provided, however, that in the event property taxes on said premises are increased after the taxable year 1967-1968, the monthly rental shall be increased accordingly as of the first

day of July of any such year.

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4. That party of the first part agrees to maintain the exterior and interior walls as well as the roof of said property; furnish heat for said premises during all normal business hours; to provide air conditioning for said premises; to provide rest rooms for both men and women; to provide for garbage collection services; and to provide parking facilities for employees of party of the second part and members of the public transacting business at said premises.

5. Party of the second part hereby agrees to maintain the interior of said premises in a proper state of repair and they are hereby given the right to remodel said premises into normal office uses.

6. Party of the second part is hereby authorized to remove any and all fixtures, including, but not limited to, partitions, shelving, and lighting fixtures that they may install on or in said building premises, providing that said premises are left in the same state of repair as the same exists on January 1, 1967, reasonable wear and tear excepted.

7. Party of the second part agrees to remove all said property from said premises prior to the termination date of this lease as the same may or may not be extended.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

IOOF HALL ASSOCIATION

BY Harlan Haughton

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

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FILED
LAU... by Barbara A. Rodgers

AGREEMENT NO. 66-79

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THIS AGREEMENT made and entered into, effective this 17th day of OCTOBER, 1966, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County" and SUTTER COMMUNITY HOSPITALS, a non-profit corporation, hereinafter called "Hospital".

W I T N E S S E T H:

WHEREAS, "County" is desirous of providing additional outpatient psychiatric services for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care; and

WHEREAS, "Hospital" represents that it has outpatient psychiatric care facilities available which comply with all requirements specified by the State Department of Mental Hygiene and which are in accordance with the applicable sections of Title 9 of the California Administrative Code, hereafter called "the Code"; and

WHEREAS, Section 522 of Title 9 of the Code provides for such an agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties as follows:

1. SERVICES. Hospital shall provide an outpatient psychiatric clinic during the term of this agreement and within the limitation hereinafter set forth under the following terms and conditions:

(a) Nature of Services. Hospital shall provide an outpatient psychiatric clinic, as described in

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Section 541 of Title 9 of the Code, for children through the age of eighteen years, or, for children over such age but still attending high school.

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(b) Standards of Service. The outpatient psychiatric services provided under this agreement shall satisfy the standards set forth in Section 660 of the Code and any amendments thereto promulgated while this agreement is in force.

(c) Supervision. The Director of the Yolo County Mental Health Services shall maintain general supervision over all outpatient psychiatric services provided pursuant to this agreement, and shall supervise and specify the kind, quality and amount of services and criteria for determining the persons to be served.

(d) Persons Served. The persons served shall be those persons designated by the Director of Yolo County Mental Health Services. No patient shall be entitled to receive services pursuant to this agreement except with the prior written authorization of County.

2. COMPENSATION. Compensation shall be paid for outpatient psychiatric services rendered pursuant to this agreement as follows:

(a) Rate of Compensation. Compensation payable to Sutter for outpatient psychiatric services rendered pursuant to this agreement shall be a maximum of $25.00 per patient visit during the evaluation, $20.00 per patient visit for individual treatment, and $15.00 per patient visit for group treatment. The amount

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of reimbursement for each "patient visit" shall be subject to prospective adjustment at any time and from time to time during the term hereof by mutual, written agreement of the parties. Such written agreement shall specify the commencement date of such modified charge. A "patient visit" may consist of a personal interview between a member of the professional staff of Hospital and a person so related to the patient as to require evaluation and treatment as a necessary adjunct to the treatment of the patient. Investigative interviews with teachers or other similar persons who can supply background information, but who are not emotionally related to the patient, shall not constitute a "patient visit". The determination of the Director of County Mental Health Services shall be determinative as to whether a particular interview constitutes a "patient visit" for purposes of this agreement.

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(b) Patient's Share. The parties acknowledge that it is intended that patient shall pay for all services rendered by Hospital hereunder in accordance with their ability to pay. The patient shall pay for services rendered except that patient shall not, for services rendered in any one month, pay more than five per cent (5%) of the patient's family income tax liability during the previous year.

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Hospital shall be responsible for determining the extent to which patient shall pay for his own treatment, but County agrees to provide income tax information so that the required determination may

be made. Any decision of Hospital made in good faith shall be conclusive. Hospital shall demand payment by the patient, or his family, of the fees payable to Hospital by any patient, as set forth in paragraph 2(b), at the time of the patient's visit.

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(c) County Share. It is the intention of this agreement for County to reimburse Hospital for providing the facilities and services encompassed by this agreement. This reimbursement shall be at the rate contemplated by paragraph 2(a), less amounts collected by Hospital from patients. Any amount due Hospital from a patient for which demand has been made and which has not been paid within thirty (30) days since demand was first made shall, for purposes of this agreement be deemed unrecoverable. County shall then pay such amounts to Hospital. Any right of Hospital to recover such amounts from patients shall, upon payment to Hospital by County, be assigned to County.

3. LIMITATION. It is the intention of this agreement for reimbursement by County pursuant hereto to be limited to Two Thousand Dollars ($2,000.00) per year. Therefore County reserves the right to notify Hospital in writing to cease performing services under this agreement. County shall not be liable for reimbursement for any services performed under this agreement to the extent that such liability would cause the total liability of County, pursuant to this agreement, to be more than $2,000.00 for the year, after five (5) days of receipt by Hospital of such notification. Unless and

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until such notice is received by Hospital, County shall be liable for reimbursement irrespective of the fact that such liability exceeds $2,000.00 for the year.

4. RECORDS. Hospital shall maintain the following records:

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(a) Hospital shall maintain accurate books and accounting records as required by the Director of the Yolo County Mental Health Services. Such records shall be open to inspection by the State Department of Mental Hygiene and County, acting through their auditors, at all reasonable times.

(b) Hospital shall maintain statistical records and provide statistical reports as required by the California State Department of Mental Hygiene on forms furnished by that department.

5. TERM. This agreement shall commence as of JULY 1, 1966, and shall continue until JULY 1, 1967; provided, however, that either party may terminate this agreement by giving the other thirty (30) days written notice of such termination.

6. NOTICE. Any notice provided for or permitted by this agreement shall be given by depositing the same in the United States mail, postage prepaid, and addressed as follows:

Notice to "County":

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California

Notice to "Hospital":

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Sutter Community Hospital
2820 L Street
Sacramento, California 95819

WHEREFORE, this agreement was made and executed on the date first above written by the County of Yolo and Sutter Community Hospitals of Sacramento by their respective officers thereunto duly authorized.

Micro Fiched

SUTTER COMMUNITY HOSPITALS,
a corporation

By Wayne Pollock M.D.
~~President~~ Executive Director

By _____

COUNTY OF YOLO, a political subdivision of the State of California

By J. W. McDermott
J. W. McDERMOTT, Chairman of the Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN
County Clerk of Yolo County

BY Peter E. Lucas
Deputy

Micro Fiched

Approved as to Form
Dated September 30, 1966
[illegible]
of Yolo County

FILED
MAR - 1 1967
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 66-80

(Maintenance, supervision and planning services for the Esparto Community Park, Esparto, California)

Micro Fiched

THIS AGREEMENT made and entered into this 31st day of OCTOBER, 1966, by and between WILLIAM LEE FINDLEY, Road 85B, Esparto, hereinafter referred to as CONTRACTOR, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, COUNTY is the owner of the Esparto Community Park located in the City of Esparto, and there exists in this park landscaping consisting of lawns, shrubs, and trees; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired supervisory services for said park,

NOW, THEREFORE, the parties heretofore and in consideration of the covenants, agreements and stipulations hereinafter expressed DO MUTUALLY AGREE AS FOLLOWS:

1. CONTRACTOR agrees:

   a. To serve in the capacity as supervisor of working crews in the Community Park, Esparto.

   b. Except as hereinafter provided, to provide at his own expense all supervision and planning services for the necessary maintenance and upkeep of said park for the term hereof, and said maintenance and upkeep shall include, but not be limited to, mowing, trimming, watering, fertilizing, pruning the lawns, shrubs and trees located in the said Esparto Community Park and keeping the park area

Micro Fiched

free from unsightly conditions and debris accumulations.

Micro Fiched

c. To perform such other supervisory and planning duties as may be necessary to maintain a proper park area.

2. COUNTY agrees:

a. To pay to CONTRACTOR the sum of Fifty Dollars ($50.00) per month during the term of this agreement, conditioned upon the CONTRACTOR submitting a proper claim as may be required by the County Auditor.

b. To provide CONTRACTOR with any equipment, working crews, fertilizer, sprays, insecticides, and general supplies needed by CONTRACTOR in carrying out of his duties under this agreement.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained and any assignment without the written consent of COUNTY first had and obtained shall be null and void.

4. The parties hereto agree that CONTRACTOR in the performance of this agreement, shall act in the capacity of an independent contractor and not that of an officer or employee of COUNTY.

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5. The term of this agreement shall commence on the 1st day of November, 1966, and shall end upon thirty (30) days' written notice of intention to terminate given by either party hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY
(SEAL)

Micro Fiched

William Lee Findley
WILLIAM LEE FINDLEY

Micro Fiched

FILED

NOV 25 1966

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT NO. 66-81

(Maintenance of traffic circle at ~~Sixteenth~~ Seventeenth Street and Pennsylvania Avenue, West Sacramento) Amended W.H.

THIS AGREEMENT made and entered into this 31st day of October, 1966, by and between WAYNE HANSON, 1942 Maryland Avenue, West Sacramento, hereinafter referred to as CONTRACTOR and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H: Micro Fiched

WHEREAS, COUNTY is the owner of a traffic circle located at ~~Sixteenth~~ Seventeenth Street and Pennsylvania Avenue, West Sacramento, Amended W.H. and there exists in that traffic circle landscaping consisting of lawns, shrubs and trees; and

WHEREAS, COUNTY desires to retain CONTRACTOR to assure competent maintenance of the landscaping in the traffic circle; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said traffic circle,

NOW, THEREFORE, the parties heretofore and in consideration of the covenants, agreements and stipulations hereinafter expressed DO MUTUALLY AGREE AS FOLLOWS:

1. CONTRACTOR agrees:

   a. To serve in the capacity as caretaker of the traffic circle located at ~~Sixteenth~~ Seventeenth Street and Pennsylvania Avenue, West Sacramento. Amended W.H. Micro Fiched

   b. Except as hereinafter provided, to provide at his own expense all labor, equipment and supplies for the necessary maintenance and upkeep of said traffic circle for the term hereof, and said maintenance and upkeep shall include, but not be limited to, mowing, trimming,

watering, fertilizing, pruning the lawns, shrubs and trees located in the traffic circle and keeping the traffic circle and landscaping free from unsightly conditions and debris accumulations.

Micro Fiched

c. To perform such other duties as may be necessary to maintain a proper traffic circle.

2. COUNTY agrees:

a. To pay to CONTRACTOR the sum of Sixty Dollars ($60.00) per month during the term of this agreement, conditioned upon the CONTRACTOR submitting a proper claim as may be required by the County Auditor.

b. To provide CONTRACTOR with any fertilizer, sprays or insecticides needed by CONTRACTOR in the carrying out of his duties under this agreement.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained and any assignment without the written consent of COUNTY first had and obtained shall be null and void.

4. The parties hereto agree that CONTRACTOR in the performance of this agreement, shall act in the capacity of an independent contractor and not that of an officer or employee of COUNTY.

5. The term of this agreement shall commence on the 1st day of November, 1966, and shall end upon thirty (30) days' written notice of intention to terminate given by either party hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY
(SEAL)

Micro Fiched

Wayne Hanson
WAYNE HANSON

Micro Fiched

cm/8

AGREEMENT NO. 66-82

THIS AGREEMENT made and entered into this 10th day of October, 1966, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "Sacramento", and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "Yolo",

W I T N E S S E T H:

WHEREAS, "Yolo" is desirous of contracting with "Sacramento" for the following work on part of the "Yolo" select system of roads: The reconstruction of Sutter Slough Bridge within "Yolo" boundaries on Sutter Slough Bridge Road at Sutter Slough; and

WHEREAS, "Sacramento" is agreeable to rendering such service on the terms and conditions hereinafter set forth; and

WHEREAS, such contract is authorized and provided for by the provisions of Subdivision i of Section 15 of the Sacramento County Charter and by Article I, Chapter 5, Division 7, Title I of the Government Code of the State of California;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. "Sacramento" is authorized to and will prepare all plans and specifications, acquire all necessary right of way for the bridge reconstruction, obtain all necessary permits, advertise for bids and award a contract, provide inspection and surveys of all work to insure compliance with the requirements of the contract therefor; provided, however, that "Yolo" shall have first approved said plans, specifications, and construction cost estimate prior to advertising for bids. Sacramento will also obtain approval of "Yolo" prior to award of a contract if the low bid exceeds the construction cost estimate by more than 10%.

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Micro Filmed

2. Said construction shall consist basically of the following: Reconstruct the existing timber approach trestles with reinforced concrete structures, and repair the swing span deck.

Micro Fiched

3. "Sacramento" shall cause to be relocated all existing utilities within the right of way which would interfere with the bridge construction and make all payments for said utility relocations if required.

4. "Sacramento" shall make all payments for the acquisition of any required rights of way.

5. "Sacramento" shall submit all plans to the State of California, Department of Public Works, Division of Highways, District III for approval as a select system project under the provisions of the Collier-Unruh Local Transportation Development Act.

6. "Yolo" shall reimburse and pay to "Sacramento" fifty percent (50%) of all monies expended by "Sacramento" for the above construction on Sutter Slough Bridge, including but not limited to: Payments made to contractor for work under the terms of the contract and approved change orders; acquisition of rights of way if required; utility relocations if required; engineering services, inspection, surveys and design; "Sacramento" contributions to the County Employees' Retirement System and other benefits of those employees of "Sacramento" who may be required to perform services in connection with the work provided for in this Agreement.

7. "Yolo" shall pay its share of the cost of said work within thirty (30) days after notice by "Sacramento" of the

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completion and acceptance of said work by "Sacramento" and the receipt of a detail cost breakdown for said work performed. Said billing shall not be, however, submitted prior to June 1, 1967.

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8. Upon completion of the work herein specified, maintenance of said bridge shall be performed as specified in existing joint agreements.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)

ATTEST:

Clerk of the Board of Supervisors

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By _____
Chairman of the Board of Supervisors

"Sacramento"

(SEAL)

ATTEST:

LAWRENCE B. HANCAN
Clerk of the Board of Supervisors

Pete E. Lucas
DEPUTY

COUNTY OF YOLO, a political subdivision of the State of California

By _____
Chairman of the Board of Supervisors

"Yolo"

APPROVED AS TO FORM:

County Counsel

Micro Fiched

FILED
NOV 30 1966
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 66-83

AGREEMENT FOR JOINT EXERCISE OF STORM DRAIN MAINTENANCE POWERS

Micro Fiched

THIS AGREEMENT made and entered into this 7th day of November, 1966, by and between the CITY OF DAVIS, hereinafter called CITY, and STORM DRAIN MAINTENANCE DISTRICT NO. 2, hereinafter called DISTRICT, both political subdivisions of the State of California,

W I T N E S S E T H :

RECITALS:

I. POWER OF CITY - CITY has the implied power derived from its authority to construct and maintain streets to maintain a drainage system to concentrate and control storm waters.

II. POWER OF DISTRICT - DISTRICT has the power to maintain storm drainage improvements conferred upon it by Sec. 1 of the Storm Drain Maintenance District Act, West Water Code App. Sec. 42, Deerings California Laws, Act 2208.

III. ANNEXATION - Subsequent to the formation of DISTRICT a substantial portion of DISTRICTwas annexed to CITY and the portion remaining in the unincorporated area is relatively small.

IV. JOINT EXERCISE OF POWERS, PURPOSE - CITY and DISTRICT desire to exercise jointly the mentioned powers in the manner hereinafter set forth of enabling the operation and maintenance of the storm drainage system in DISTRICT to be provided by a single entity.

COVENANTS:

I. COVENANTS OF CITY - In consideration of covenants of DISTRICT herein and subject to the terms and conditions of this agreement, CITY promises as follows:

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(a) Maintenance and operation. To furnish at its own expense during the original term or renewal terms of this agreement all labor, equipment and materials necessary to operate and maintain the storm drainage system and appurtenances serving the territory within DISTRICT that was within DISTRICT on the date first above written.

(b) Withdrawal of territory. To initiate and pursue proceedings to obtain the withdrawal from DISTRICT of all territory lying within CITY in

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such a manner that the withdrawal shall become effective for taxation purposes on the first day of the first fiscal year for which CITY may levy taxes in such territory.

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(c) Accounting and report. To make to DISTRICT an annual strict accounting of all funds and a report of all receipts and disbursements.

(d) Manner of execution of Joint Powers. To exercise the powers conferred upon it by this agreement in the manner of and subject to the restrictions upon CITY'S authority to exercise the power and in accordance with the Joint Exercise of Powers Act.

II. COVENANTS OF DISTRICT - In consideration of the covenants of CITY herein and subject to the terms and conditions of this agreement, DISTRICT hereby delegates and promises as follows:

(a) Delegation. DISTRICT hereby delegates to CITY its powers enumerated in the recitals set forth herein.

(b) Compensation. That DISTRICT shall pay to CITY annually a sum of money to be determined as follows:

(1) The amount of each annual payment shall be the budget factor increased or decreased by the correction factor.

(2) The budget factor is the DISTRICT'S proportion of the amount budgeted by CITY for providing said services to the entire area for which CITY provides said services.

(3) The correction factor is the DISTRICT'S proportion of the amount by which actual expenditures by CITY for said services for the year immediately preceding exceeds or falls short of the amount budgeted for that year.

(4) The DISTRICT'S proportion is the proportion that the assessed valuation of the DISTRICT lying outside CITY bears to the assessed valuation of the entire area for which CITY provides said service.

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(5) Assessed valuation shall be determined in accordance with the equalized assessment roll for the year of the amounts being apportioned.

(6) The amount budgeted and actual expenditures shall include those amounts for maintenance, operation and depreciation upon equipment but shall exclude acquisition costs and the service of bonded indebtedness for

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acquisition costs of land, buildings, drains, bridges, pumping plants or other capital improvements.

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(7) The annual payment shall be paid on or before the fifteenth (15th) day of May.

(8) For the portion of the fiscal year 1966-67 that this agreement is in effect, the annual payment shall be the reasonable value of time and materials contributed by CITY and shall be paid upon a monthly statement accompanied by a breakdown of costs to CITY.

III. TERM - The term of this agreement shall be as follows:

(a) Original Term. The original term of this agreement shall commence on the date first above written and shall terminate on June 30th, 1967.

(b) Renewal Terms. This agreement shall be deemed to be automatically renewed for a renewal term of one (1) year unless terminated in writing by either party at least thirty (30) days prior to the expiration of the original term or any renewal term.

IV. SUCCESSORS - This agreement is binding upon the successors of CITY and/or DISTRICT.

V. DISTRIBUTION OF SURPLUS MONEY AND PROPERTY - Upon the termination of this agreement all property acquired as a result of this joint exercise of powers shall be distributed to CITY and any surplus money on hand shall be returned to CITY and DISTRICT in proportion to the contribution made.

IN WITNESS WHEREOF, CITY has executed this agreement by its officers thereunto duly authorized and DISTRICT has executed this agreement by the chairman of the Board of Supervisors of the County of Yolo, State of California, thereunto duly authorized by said Board of Supervisors as the governing board of the DISTRICT, all as of the date first above written.

STORM DRAIN MAINTENANCE DISTRICT NO. 2

Micro Fiched

BY J. W. McDermott

J. W. McDERMOTT, Chairman
BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

McGAHAN
&
CALLAWAY
ATTORNEYS AT LAW
401 SECOND STREET
DAVIS, CALIFORNIA
753-2315 - 753-3311

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK,
ex officio Clerk of the Board of Supervisors

By Pete E. Lucas
DEPUTY

NOV 30 1966

Micro Filmed

CITY OF DAVIS

BY Kent Hill
Mayor

Attest: BY Howard S. Rose
City Clerk

Approved as to Form
Dated NOV 30 1966
CHARLES R. MACK
County Counsel of Yolo County

Micro Filmed

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&
CALLAWAY
ATTORNEYS AT LAW
401 SECOND STREET
DAVIS, CALIFORNIA
753-2313 - 753-8311

FILED
NOV 30 1966
LAURENCE P. HENIGAN, Clerk
By PETE P. LUCAS Deputy

AGREEMENT NO. 66-84

AGREEMENT FOR JOINT EXERCISE OF WATER SYSTEM MAINTENANCE AND OPERATION POWERS

Micro Fiched

THIS AGREEMENT made and entered into this 7th day of November, 1966, by and between the CITY OF DAVIS, hereinafter called CITY, and EL MACERO UNIT NO. 1 MAINTENANCE DISTRICT, hereinafter called DISTRICT, both political subdivisions of the State of California,

W I T N E S S E T H :

RECITALS:

I. POWER OF CITY - CITY is empowered by Government Code Sec. 38742 to acquire, construct, repair and manage pumps, aqueducts, reservoirs or other works necessary or proper for supplying water for the use of the CITY or its inhabitants or for irrigating purposes in the CITY.

II. POWER OF DISTRICT - DISTRICT is empowered by Chapter 26, Part 3, Division 7 of the Streets and Highways Code, commencing with Sec. 5820 to operate and maintain a water distribution and supply system.

III. ANNEXATION - Subsequent to the formation of DISTRICT a substantial portion of DISTRICT was annexed to CITY and the portion remaining in the unincorporated area is relatively small.

IV. JOINT EXERCISE OF POWERS, PURPOSE - CITY and DISTRICT desire to exercise jointly the mentioned powers in the manner hereinafter set forth for the purpose of enabling the operation and maintenance of the water distribution and supply system in DISTRICT to be provided by a single entity.

COVENANTS:

I. COVENANTS OF CITY - In consideration of the covenants of DISTRICT herein and subject to the terms and conditions of this agreement, CITY promises as follows:

Micro Fiched

(a) Maintenance and operation. To furnish at its own expense during the original term or renewal terms of this agreement all power, labor, equipment, materials and supplies necessary to operate and maintain all water distribution and supply facilities and appurtenances in the territory within DISTRICT that was within DISTRICT on the date first above written.

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(b) Withdrawal of territory. To initiate and pursue proceedings to obtain the withdrawal from DISTRICT of all territory lying within CITY in such manner that the withdrawal shall become effective for taxation purposes on the first day of the first fiscal year for which CITY may levy taxes in such territory.

(c) Accounting and report. To make to DISTRICT an annual strict accounting of all funds and a report of all receipts and disbursements. Micro Fiched

(d) Manner of execution of Joint Powers. To exercise the powers conferred upon it by this agreement in the manner of and subject to the restrictions upon CITY'S authority to exercise the power and in accordance with the Joint Exercise of Powers Act.

II. COVENANTS OF DISTRICT - In consideration of the covenants of CITY herein and subject to the terms and conditions of this agreement, DISTRICT hereby delegates and promises as follows:

(a) Delegation. DISTRICT hereby delegates to CITY its powers enumerated in the recitals set forth herein.

(b) Compensation. DISTRICT promises to pay to CITY compensation as follows:

(1) Amount. The amount of compensation shall be equal to the aggregate of service charges of all service rendered by virtue of this agreement.

(2) Definition. "Service Charges" are those charges that would be imposed by CITY for such service if compensation were required to be paid directly to CITY by the customer at its generally applicable schedule of rates.

(3) Time and manner of payment. Compensation shall be paid to CITY quarterly upon presentation by it of a statement therefor. Micro Fiched

III. TERM - The term of this agreement shall be as follows:

(a) Original Term. The original term of this agreement shall commence on the date first above written and shall terminate on June 30th, 1967.

(b) Renewal Terms. This agreement shall be deemed to be automatically renewed for a renewal term of one (1) year unless terminated in writing by either party at least thirty (30) days prior to the expiration of the original term or any renewal term.

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IV. SUCCESSORS - This agreement is binding upon the successors of CITY and/or DISTRICT.

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V. DISTRIBUTION OF SURPLUS MONEY AND PROPERTY - Upon the termination of this agreement all property acquired as a result of this joint exercise of powers shall be distributed to CITY and any surplus money on hand shall be returned to CITY and DISTRICT in proportion to the contribution made.

IN WITNESS WHEREOF, CITY has executed this agreement by its officers thereunto duly authorized and DISTRICT has executed this agreement by the chairman of the Board of Supervisors of the County of Yolo, State of California, thereunto duly authorized by said Board of Supervisors as the governing board of the DISTRICT, all as of the date first above written.

EL MACERO UNIT NO. 1 MAINTENANCE DISTRICT

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY
(SEAL)
NOV 10 1966

CITY OF DAVIS

BY Kent Gill

BY Ted M Thurlell

NOV 10 1966

Micro Fiched

McGAHAN & CALLAWAY
ATTORNEYS AT LAW
401 SECOND STREET
DAVIS, CALIFORNIA
753-2519 - 753-3311

FILED
NOV 30 1966
LAURENCE P. HENIGAN, Clerk
By PETTE E. LUCAS
Deputy

AGREEMENT NO. 66-85

Micro Fiched

THIS AGREEMENT made and entered into this 7th day of November, 1966, by and between the CITY OF DAVIS, hereinafter called CITY and EL MACERO SEWER MAINTENANCE DISTRICT, hereinafter called DISTRICT, both political subdivisions of the State of California,

W I T N E S S E T H :

WHEREAS, the EL MACERO SEWER MAINTENANCE DISTRICT was formed within the unincorporated area of Yolo County pursuant to Chapter 4, Division 5, Part 3 of the Health and Safety Code to provide for the operation and maintenance of sewage collection and treatment facilities in the El Macero areas; and

WHEREAS, since the formation of said DISTRICT, a large portion of territory within said DISTRICT has been annexed to the CITY; and

WHEREAS, the collection facilities of both the incorporated and unincorporated areas will be required to utilize the same treatment facilities; and

WHEREAS, it is in the best interest of the public to have only one agency involved in the operation and maintenance of all facilities connected with the collection and treatment of sewage in this area; and

WHEREAS, the CITY has personnel and equipment to adequately perform this function; and

WHEREAS, Section 4888 of the Health and Safety Code authorizes contracts with cities for the joint use of such facilities,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That during the term of this agreement CITY will at its own expense furnish all labor, equipment and material necessary to operate and maintain all sanitary, sewer, collection and treatment facilities and appurtenances serving the territory within DISTRICT that was within DISTRICT on the date first above written and to collect, treat and dispose of all effluent emanating from said facilities lying within said territory.

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2. That CITY will by resolution pursuant to Health and Safety Code Section 4926 request exclusion from DISTRICT of all territory lying within CITY in such manner that the exclusion shall become effective for taxing purposes on

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the first day of the first fiscal year for which CITY may levy taxes in such territory.

Micro Fiched

3. That it is hereby acknowledged that DISTRICT has collected and retained certain acreage fees imposed as a condition to the annexation of territory to DISTRICT, that all said fees have been imposed to facilitate the expansion of DISTRICT facilities to meet the needs of the annexed territory when it shall become more fully developed, that all said fees have been imposed with tespect to territory lying within the boundaries of CITY on the date first above written, and that it is hereby agreed that upon the effective date of action excluding from DISTRICT all said territory lying within CITY on the date first above written, DISTRICT shall pay to CITY an amount equal to all unexpended and unencumbered acreage fees collected from the annexation of said territory.

4. That DISTRICT shall pay to CITY annually a sum of money to be determined as follows:

(a) The amount of each annual payment shall be the budget factor increased or decreased by the correction factor.

(b) The budget factor is the DISTRICT'S proportion of the amount budgeted by CITY for providing said services to the entire area for which CITY provides said services.

(c) The correction factor is the DISTRICT'S proportion of the amount by which actual expenditures by CITY for said services for the year immediately preceding exceeds or falls short of the amount budgeted for that year.

(d) The DISTRICT'S proportion is the proportion that the assessed valuation of the DISTRICT lying outside CITY bears to the assessed valuation of the entire area for which CITY provides said service.

(e) Assessed valuation shall be determined in accordance with the equalized assessment roll for the year of the amounts being apportioned.

(f) The amount budgeted and actual expenditures shall include those amounts for maintenance, operation, and depreciation upon equipment but shall exclude acquisition costs and the service of bonded indebtedness for acquisition costs of land, buildings, trunk lines, pumping plants or treatment plants.

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ATTORNEYS AT LAW
401 SECOND STREET
DAVIS, CALIFORNIA
753-2313 - 753-3311

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(g) The annual payment shall be paid on or before the fifteenth (15th) day of May.

Micro Fiched

(h) For the portion of the fiscal year 1966-67 that this agreement is in effect, the annual payment shall be the reasonable value of time and material contributed by CITY and shall be paid upon a monthly statement accompanied by a breakdown of costs to CITY.

5. This agreement shall be effective upon the date first above written, shall remain in effect for the term ending June 30, 1967, and shall be deemed to be automatically renewed for a renewal term of one (1) year unless terminated in writing by either party at least thirty (30) days prior to the expiration of the term or any renewal term.

IN WITNESS WHEREOF, CITY has caused this agreement to be executed by its officers thereunto duly authorized and DISTRICT has caused this agreement to be executed by the Chairman of the Board of Supervisors of the County of Yolo, State of California, thereunto duly authorized by said Board of Supervisors, acting as the governing board of the DISTRICT all as of the date and year first above written.

CITY OF DAVIS

BY Kent Hill
Mayor

Attest: BY Howard L. Reese
City Clerk

EL MACERO SEWER MAINTENANCE DISTRICT

BY J. W. Medworth
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Peter C. Lucas DEPUTY

(SEAL)

NOV 30 1966

Approved as to Form
Dated NOV 30 1966

McGAHAN & CALLAWAY
ATTORNEYS AT LAW
401 SECOND STREET
DAVIS, CALIFORNIA
753-2813 — 753-3811

FILED

NOV 30 1966

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

Micro Fiched

AGREEMENT NO. 66-86

THIS AGREEMENT made and entered into this 7th day of November, 1966, by and between the CITY OF DAVIS, a municipal corporation (herein City), and the COUNTY OF YOLO (herein County),

W I T N E S S E T H :

WHEREAS, City did on the 7th day of November, 1966, enter into three (3) separate agreements with the Storm Drain Maintenance District No. 2, El Macero Sewer Maintenance District, and the El Macero Unit #1 Maintenance District, the same providing for a joint exercise of certain powers therein enumerated; and

WHEREAS, said agreements, and each of them, provide therein for the termination of the joint exercise of said powers; and

WHEREAS, title to certain real and personal property used by each of said districts in connection with the operation of each of said district's respective functions is held by County;

NOW, THEREFORE, in consideration of the benefit flowing to County in each of those agreements contained and the consideration herein stated, the parties do agree as follows:

1. Upon the termination of any of the above referenced agreements or any renewal thereof, County agrees to transfer to City all of its right, title and interest in and to all property real and personal and wherever situate, which County now owns and which is maintained and operated by any such district or districts for so long as City agrees thereafter to operate and maintain any such property and to perform the functions of any such district or districts within the territory of said district or districts as of November 1, 1966, charging district an annual sum based on the reasonable cost to City of providing such services.

IN WITNESS WHEREOF the undersigned have caused these presents to be executed as of the day and year set out above.

Micro Fiched

COUNTY OF YOLO

BY: [signature]
Chairman of the Board of Supervisors
County of Yolo, State of California

McGAHAN & CALLAWAY
ATTORNEYS AT LAW
401 SECOND STREET
DAVIS, CALIFORNIA
[illegible]

ATTEST:

LAURENCE P. HENIGAN

BY: Pete E. Lucas

Pete E. Lucas, Deputy NOV 30 1966

Micro Fiched

CITY OF DAVIS

BY: Kent Gill

Kent Gill
Mayor, City of Davis

ATTESTED:

Ferl M Kimball

City Clerk

NOV 30 1966

Micro Fiched

McGAHAN & CALLAWAY
ATTORNEYS AT LAW
401 SECOND STREET
DAVIS, CALIFORNIA
753-2318 - 753-9311

YOLO COUNTY
AGREEMENT NO. 66-87

STATE OF CALIFORNIA
STATE LANDS COMMISSION
STATE BUILDING
LOS ANGELES, CALIFORNIA

No. 3405.9

PUBLIC RESOURCES CODE SERIES

RECEIVED
DEC - 8 1966
LAURENCE P. HENIGAN, Clerk
By..... Deputy

Micro Fiched

For such sole and exclusive purpose, and subject to such terms, conditions, restrictions, reservations, and limitations as are herein set forth:

The State of California, hereinafter designated as the State, acting through the State Lands Commission and pursuant to the authority contained in Division 6 of the Public Resources Code and the rules and regulations adopted thereunder, does hereby convey, demise and let to

Counties of Sacramento and Yolo, jointly , State of California, for a term of forty-nine (49) years, beginning August 8, 1966, a right-of-way easement over, in, and upon those certain tide and submerged lands situated in the County ies of Sacramento and Yolo , State of California, and more particularly described as follows:

A STRIP OF TIDE AND SUBMERGED LAND 300 FEET WIDE ACROSS THE BED OF THE SACRAMENTO RIVER, YOLO AND SACRAMENTO COUNTIES; LYING 150 FEET ON EACH SIDE OF THE FOLLOWING-DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE MEAN HIGH TIDE LINE OF THE LEFT BANK OF THE SACRAMENTO RIVER WHICH BEARS N. 1° 32' 05" W., 4,115.01 FEET AND S. 77° 15' 29" W., 92 FEET MORE OR LESS FROM U.S.C.& G.S. TRIANGULATION STATION "CONTENT 1931", SAID TRIANGULATION STATION HAVING CALIFORNIA ZONE 2 COORDINATES OF X = 2,143,415.21, Y = 283,752.09; THENCE FROM THE POINT OF BEGINNING S. 77° 15' 29" W., 600 FEET MORE OR LESS TO THE MEAN HIGH TIDE LINE ON THE RIGHT BANK OF THE SACRAMENTO RIVER; CONTAINING 4.132 ACRES MORE OR LESS.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE-DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SACRAMENTO RIVER WHICH BEARS S. 77° 15' 29" W., 121 FEET AND N. 12° 40' 31" W., 95 FEET FROM THE SAME POINT OF BEGINNING AS THE ABOVE-DESCRIBED PARCEL; THENCE N. 12° 40' 31" W., 55 FEET AND N. 77° 15' 29" E. 121 FEET TO A POINT ON THE MEAN HIGH TIDE LINE ON THE EASTERLY BANK OF THE SACRAMENTO RIVER; THENCE SOUTHEASTERLY ALONG SAID MEAN HIGH TIDE LINE 55 FEET AND S. 77° 15' 29" W. 121 FEET TO THE POINT OF BEGINNING, CONTAINING 0.153 ACRE MORE OR LESS.

THE BASIS OF BEARINGS IS A MAP PREPARED IN MAY 1963 BY SPINK ENGINEERING COMPANY ENTITLED "SUPPLEMENTARY CONTROL OF THE SACRAMENTO RIVER FROM STATION CONTENT TO STATION DROUIN".

Micro Fiched

The sole and entire consideration to the State for the within permit shall be the public benefit.

Said tide and submerged lands shall be used only for the construction, operation and maintenance of a vehicular and pedestrian bridge which shall in all respects comply with all applicable laws, rules and regulations and shall in no way interfere with nor obstruct navigation.

Micro Fiched

Said Easement shall continue and shall remain in effect only so long as the same shall be used, utilized, and maintained for the purpose herein specified, and any time upon the discontinuance of such use and maintenance for a period of 180 days said Easement shall, at the option of the State and upon written notice thereof to the Counties aforesaid , cease and terminate and the State shall have the right to forthwith re-enter upon and take possession of said lands and at its option remove all, or any portion or portions, of any structures, roadways, and fills from said lands at the cost and expense of said Counties.

The State expressly reserves the right to grant easements or crossings, over, upon and under the said demised right-of-way and nothing herein contained shall be construed as limiting the powers of the State to lease, convey, or otherwise transfer or encumber, during the life of this said Easement , all or any portion or portions of the hereinbefore described State lands for any purpose whatsoever not inconsistent or incompatible with the rights or privileges granted to the said Counties.

There is reserved to the State all natural resources, timber, and minerals, including oil or gas in or above the described land, and the right to grant in, over, and across said lands, leases, easements, and/or rights-of-way to extract or remove such natural resources, timber, or minerals as provided by law and the rules and regulations of the State Lands Commission and without compensation to the said Counties of Sacramento and Yolo.

Micro Fiched

That the Lessee shall be liable for and agrees to indemnify the State against any loss, damage, claim, demand or action, caused by, arising out of, or connected with the construction or maintenance of structures upon, or the use by the Lessee and/or agents thereof, of the demised premises;

Micro Fiched

That the Lessee shall not transfer nor assign this agreement and shall not sublet said land nor any part thereof, except upon the prior written consent of the State first had and obtained.

This agreement will become binding on the State only when duly executed by the Executive Officer of the State Lands Commission of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereafter affixed.

COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA

By _____

Title CHAIRMAN, SACRAMENTO COUNTY BOARD OF SUPERVISORS

Date SEP 19 1966

* (SEAL)

COUNTY OF YOLO
STATE OF CALIFORNIA

By _____

Title CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA.

Date NOVEMBER 21, 1966

* (SEAL)

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By _____
F. J. HORTIG
Executive Officer

Date December 2, 1966

Approved as to Form
Dated November 21, 1966
_____
County Counsel of Yolo County

*In executing this document the following is required:

A certified copy of the resolution or other document authorizing the execution of this agreement on behalf of the respective county.

Micro Fiched

FILED
DEC - 9 1966
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 66-88

LEASE AGREEMENT

Micro Fiched

THIS LEASE AGREEMENT made and executed this 5th day of December, 1966, by and between CLIFFORD W. GARRISON of Esparto, California, hereinafter called LESSOR, and the County of Yolo, a political subdivision of the State of California, hereinafter called LESSEE,

W I T N E S S E T H:

WHEREAS, it is the desire of the LESSEE to rent for library purposes approximately 1,000 feet of floor space comprising the entire lower floor of the building owned by LESSOR and located at 900 Woodland Avenue, Esparto, California;

NOW, THEREFORE, the parties hereto do agree as follows:

1. This lease agreement supersedes that lease agreement between the parties hereto dated July 29, 1963;

2. LESSOR agrees to lease to LESSEE approximately 1,000 square feet of floor space comprising the entire lower floor of the building owned by LESSOR and located at 900 Woodland Avenue, Esparto, California;

3. The term of this lease shall be for five (5) years commencing January 1, 1967, and terminating December 31, 1971, and LESSEE shall have an option to renew this lease for another term of five (5) years with the right reserved in LESSOR to increase the rental rate;

4. The monthly rental for said space shall be the sum of ONE HUNDRED NINETY and NO/100 ($190.00) DOLLARS, payable on the first day of each calendar month during the term of this lease or renewal thereof;

Micro Fiched

5. LESSOR shall furnish and pay all charges for electricity, water, heating and all necessary janitorial services;

6. LESSEE shall maintain the interior of said premises in a proper state of repair including painting and LESSOR agrees that LESSEE may remodel said premises as necessary for normal library purposes;

Micro Fiched

7. LESSEE agrees that at the termination of this agreement it shall vacate and leave the premises in the same state of repair as now exists, reasonable wear and tear excepted; and further LESSEE shall remove all chattels from said premises;

8. The terms of this lease may be modified during its life by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF BOARD OF SUPERVISORS

_____
CLIFFORD W. GARRISON

Micro Fiched

FILED
DEC 19 1966
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 66-89

{AMENDMENT TO COMMUNITY-WIDE TRANSFER AGREEMENT BETWEEN HOSPITALS AND EXTENDED CARE FACILITIES}

Micro Fiched

The Davis Convalescent Hospital hereby agrees to adhere to and be bound by the provisions of County of Yolo Agreement No. 66-77 entitled, "COMMUNITY-WIDE TRANSFER AGREEMENT BETWEEN HOSPITALS AND EXTENDED CARE FACILITIES," dated October 10, 1966, and filed with the Clerk on October 21, 1966.

Date: _____ Party: DAVIS CONVALESCENT HOSPITAL

BY _____
(Use seal if a Corporation)

Facility: _____

Date Accepted: December 19,1966 Party: COUNTY OF YOLO

BY _____
CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA.

Facility: YOLO GENERAL HOSPITAL

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK

BY _____ (Seal), Deputy

APPROVED AS TO FORM:

DATE: NOV 29 1966

_____
County Counsel of Yolo County

Micro Fiched

FILED
DEC 19 1966
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 66-90

(Physical Therapy Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 19th day of December, 1966, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called COUNTY, and RONALD BROWN, R.P.T., hereinafter called THERAPIST,

W I T N E S S E T H:

I. This agreement governs the furnishing of the following therapeutic services:

A. Application of diagnostic and prognostic muscle, nerve, joint, and functional ability tests.

B. Treatment of patients to relieve pain, develop or restore function, and maintain maximum performance, using physical means such as exercise, massage, heat, water, light and electricity, including:

1. Direction and assistance of patients in active and passive exercise, muscle re-education, and gait and functional training, activities of daily living including transfer activities and prosthetic training.

2. Operation of equipment such as ultra-violet and infra-red lamps, low voltage generators, diathermy, and ultra-sonic machines.

3. Application of whirlpool and contrast baths and moist packs.

C. Observation, recording, and reporting to the physician, of the patient's reaction to treatment and any changes in the patient's condition.

Micro Fiched

D. Instruction of patients in care and use of wheelchairs,

braces, crutches, canes, and prosthetic and orthotic devices.

Micro Fiched

E. Instruction of family on patient's total physical therapy program.

II. THERAPIST agrees as follows:

A. To furnish therapeutic services at Yolo General Hospital to patients of the hospital upon direction to do so by a member of the Medical Staff.

B. To furnish such therapeutic consultation as is required to the staff of Yolo General Hospital.

C. To conform to the personnel policies and professional standards requirements established for employees of Yolo General Hospital.

D. To operate the Department of Physical Therapy and set up precedural methods and standards for the department subject to review and approval by the Medical Director.

III. COUNTY agrees as follows:

A. To pay to THERAPIST as full compensation for the services rendered pursuant to this agreement the sum of Eight Hundred Twenty-five Dollars ($825.00) per month.

B. To provide at Yolo General Hospital all office space, equipment and office supplies necessary for the provision of therapeutic services hereunder.

Micro Fiched

IV. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties and obligations devolving upon him under this agreement, THERAPIST is at all times acting and performing as an independent contractor practicing his profession of physical

Micro Fiched

therapy. COUNTY shall not have nor exercise any control or direction over the methods by which THERAPIST shall perform his work and functions except that THERAPIST does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his professional specialty and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

B. COUNTY expressly agrees that the work of THERAPIST may be done by such assistant therapists as THERAPIST may employ, or associates or partners in practice with THERAPIST, so long as approval of COUNTY is obtained prior to such practice by assistant therapist or associates or partners.

C. Neither this agreement nor any rights created hereunder are assignable.

D. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings and agreements not incorporated herein, and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

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E. The term of this agreement shall be one (1) year commencing on January 1st, 1967; however, this agreement shall be deemed to be automatically renewed for additional terms of one (1) year unless notice of termination is given in writing by either party to the other not later than thirty (30) days before the end of any term or renewal term.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement on the day and year first above written.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY
(SEAL)

Ronald Brown RPT
RONALD BROWN, R.P.T.

Micro Fiched

TO:

Auditor
County Counsel
Hospital
Agreement Book

Micro Fiched

BOARD OF SUPERVISORS
Yolo County, California

Date: January 23, 1967
Entry No. 27

File:
HOSPITAL-YOLO GENERAL-ADMIN-AGREEMENTS-Medical Audit Program.
HOSPITAL-YOLO GENERAL-ADMIN-AGREEMENTS-Professional Activity Study.

MINUTE ORDER NO. 67-102: APPROVED CHANGING THE EFFECTIVE DATE FROM JANUARY TO FEBRUARY 1, 1967, FOR AGREEMENT NO. 66-91-A, MEDICAL AUDIT PROGRAM, FOR AGREEMENT NO. 66-91-B, PROFESSIONAL ACTIVITY STUDY, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO INITIAL THE CHANGE ON SAID AGREEMENTS.

Upon motion of Supervisor Duncan, seconded by Supervisor Conner, and duly carried, the above Minute Order was so ordered by the following vote:

Ayes: Duncan, Edmonds, Espigares, Conner, Stephens.

Noes: None.

Absent: None.

Micro Fiched

COMMISSION ON PROFESSIONAL AND HOSPITAL ACTIVITIES, INC.

FILED
JAN 23 1967
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

A nonprofit corporation sponsored by:
American College of Physicians
American College of Surgeons
American Hospital Association
Southwestern Michigan Hospital Association

YOLO COUNTY
AGREEMENT NO. 66-91-A

Micro Filmed

Agreement for participation in the
MEDICAL AUDIT PROGRAM

THIS AGREEMENT is made between the Commission on Professional and Hospital Activities, Inc., a Michigan Corporation of Ann Arbor, Michigan, herein called the Commission and the COUNTY OF YOLO, a political subdivision*, a Hospital ~~xx~~ the City of Woodland, State ~~xx~~ Province of California, herein called the Hospital, and is executed only in conjunction with an agreement between the parties for the Hospital's participation in the Professional Activity Study of the Commission.

1. The Commission and the Hospital agree to the participation of the Hospital in the Medical Audit Program with the first day of ~~January~~ FEBRUARY 1967 as the effective date of participation.

2. The Hospital agrees to furnish or continue to furnish to the Commission, through participation in the Professional Activity Study, Case Abstracts according to the terms specified in paragraph 2. *Agreement for participation in the Professional Activity Study*, which reads:

> The Hospital agrees to furnish to the Commission, on forms supplied by the Commission, completed Case Abstracts of the clinical records of all patients, including stillborns, discharged on and after the effective date of participation, said Abstracts to be delivered within ninety days following the end of the month in which such discharges occurred.

3. The Hospital authorizes incorporation of the data obtained from the Hospital in accordance with this contract in statistical analyses, studies, and technical reports furnished to others concerning the care given to patients in hospitals, the medical activities in hospitals, and related matters, subject to the provisions of this agreement.

4. The Hospital agrees to provide to authorized representatives of the Commission access to the original medical records of the Hospital in order that the Commission may a) verify data submitted by the Hospital, b) furnish consultation to and training of the medical record personnel, c) supervise medical record procedure and practice, and d) aid in medical audit procedure and practice.

5. The Liaison Physician appointed under the Professional Activity Study Agreement shall also serve as Liaison Physician for the Medical Audit Program.

6. The Hospital shall not furnish any identification of doctors or patients to the Commission except by code numbers, the meanings of which are known only to the Hospital.

7. The Hospital agrees to hold the Commission harmless from any action for damages resulting from any disclosure by the Hospital or any of its personnel or medical staff or governing board of the information contained in the reports rendered to the Hospital.

8. The Hospital certifies that entry into the Medical Audit Program has been approved by its medical staff.

*of the State of California, which operates YOLO GENERAL HOSPITAL,

RECEIVED
3 JAN 1967
C.P.H.A.

Micro Filmed

Micro Fiched

9. The Hospital agrees to pay its pro rata share of the Commission's expense in connection with participation in the Medical Audit Program according to the terms of this agreement, said share to be calculated at the rate of ten cents (10¢ in United States currency) per patient discharge. Remittance made from foreign countries must be payable and immediately negotiable in the United States for the full amount of the fee required. Payment for all the patient discharges in any one month shall be made to the Commission within ten (10) days following the end of the month in which such patient discharges occurred. The books of the Hospital may be audited annually by the Commission as to the number of patients discharged. Payment under this agreement is in addition to and separate from payment under the agreement for participation in the Professional Activity Study.

10. The Commission agrees to furnish to the Hospital the Commission's regular medical auditing assistance based on Case Abstracts submitted by the Hospital through participation in the Professional Activity Study, such assistance to consist primarily of tabulations and analyses supplementing those furnished by the Professional Activity Study and designed more specifically to aid and augment medical auditing by the Hospital and its medical staff.

Micro Fiched

11. The Commission agrees to furnish to the Hospital, to the extent deemed necessary by the Commission, consultation on medical auditing procedure and practice.

12. The Commission agrees that, unless so directed by the Hospital, it will not divulge the name of the Hospital, nor in any other way reveal the Hospital's identity in any reports or publications or other manner. In any report to the Hospital concerning its own medical staff or its own practices, however, identification of doctors and patients by the code numbers furnished by the Hospital may be made.

13. The Commission agrees to furnish to the Hospital upon request Case Review Check Sheet forms for optional use by the Hospital's medical staff for evaluating individual clinical records selected by that medical staff for such study. The Hospital's medical staff may at its discretion, upon completion of such forms, submit them to the Commission for summarization. The Commission will furnish the forms and perform the summarizations without additional charge beyond that already stated in paragraph 9.

14. The Commission agrees to hold the Hospital harmless from any action for damages resulting from any release by the Commission of the information furnished to the Commission by the Hospital other than releases of information to the Hospital concerning its own medical practices.

15. This agreement shall remain in force for a period of one year from the effective date as stated in paragraph 1 and shall be renewed annually thereafter for successive periods of one year each without further action by either party, unless either party shall, at least sixty days prior to any renewal date, notify the other party in writing of its intention not to renew this agreement, provided, however, that the rate charged by the Commission for participation may be changed by separate agreement in writing by the parties, executed at any time during the existence of this agreement. Such changes in rates shall be effective in accordance with the terms of any such separate agreement, and shall not affect the validity of any of the other provisions of this agreement. Where the effective date of participation in the Medical Audit Program is different from that of the Professional Activity Study, the anniversary of the effective date of the latter program will be used as the renewal date for the Medical Audit Program.

16. It is the intent of the parties hereto that the studies and analyses shall be used for the purpose of improving the practice of medicine and the administration of hospitals, and to that end this agreement shall be liberally construed.

ATTEST:
LAURENCE P. HENIGAN, CLERK
BY _____ (SEAL) DEPUTY

THE COUNTY OF YOLO, a political subdivision of the State of California, Hospital

by _____
J. W. McDERMOTT, CHAIRMAN
Title of Board of Supervisors
Signed on (date) DEC 29 1966

Micro Fiched

Commission on Professional and Hospital Activities, Inc.

by William H. Kincaid
Title Associate Director
Signed on (date) 5 Jan 1967

APPROVED AS TO FORM:
DATE: December 28, 1966
Charles R. Mack
County Counsel

CPHA Form 363-10-63
1 October 1963
ba

COMMISSION ON PROFESSIONAL AND HOSPITAL ACTIVITIES (CPHA)
FIRST NATIONAL BUILDING
ANN ARBOR, MICHIGAN
TELEPHONE
AREA CODE 313 665-4401
A nonprofit organization sponsored by: American College of Physicians, American College of Surgeons, American Hospital Association, Southwestern Michigan Hospital Association
VERGIL N. SLEE M.D., DIRECTOR
WM. H. KINCAID, ASSOC. DIRECTOR

Micro Fiched

11 January 1967

FILED
JAN 23 1967
LAURENCE P. HENIGAN, Clerk
By ... Deputy

Mr. Richard Stevenson
Administrator
Yolo General Hospital
170 West Beamer
Woodland, California 95695

24B

Dear Mr. Stevenson:

Thank you for the completed contracts for your hospital's participation in the Professional Activity Study and the Medical Audit Program which were included in the letter from Yolo County dated 30 December 1966.

You have entered 1 January 1967 as your effective date of participation, but there have been so many hospitals wanting to enroll in our programs that we have had to stage the enrollment dates. The earliest time we can accept you is 1 February. Therefore, we have changed the starting date on your contract from 1 January to 1 February 1967. We trust that this will be satisfactory to you.

Enclosed for your files are Xerox copies of the contracts signed by Mr. Kincaid on behalf of the Commission. The necessary supplies will be sent to your Medical Record Librarian a few weeks in advance of your starting date, and at that time our Hospital Liaison Department will contact you regarding the training of your personnel.

We are happy to have Yolo General Hospital in PAS and MAP and look forward to a mutually successful relationship. We wish to give you every assistance possible, so if there is anything at all we can do for you, please do not hesitate to let us know.

Sincerely,

George Van Bonn

George Van Bonn, Manager
Administrative Services

GVB:sb - 48

Micro Fiched

Enclosures: Completed PAS Contract
Completed MAP Contract

COMMISSION ON PROFESSIONAL AND HOSPITAL ACTIVITIES, INC.

FILED
JAN 23 1967
LAURENCE B. HENIGAN, Clerk
By [signature] Deputy

A nonprofit corporation sponsored by:
American College of Physicians
American College of Surgeons
American Hospital Association
Southwestern Michigan Hospital Association

YOLO COUNTY
AGREEMENT NO. 66-91-B

Micro Fiched

Agreement for participation in the

PROFESSIONAL ACTIVITY STUDY

THIS AGREEMENT is made between the Commission on Professional and Hospital Activities, Inc., a Michigan Corporation of Ann Arbor, Michigan, herein called the Commission and the COUNTY OF YOLO, a political subdivision*, a Hospital of the city of Woodland, State ~~(or Province)~~ of California, herein called the Hospital.

1. The Commission and the Hospital agree to the participation of the Hospital in the Professional Activity Study with the first day of ~~January~~ FEBRUARY 1967 as the effective date of participation.

2. The Hospital agrees to furnish to the Commission, on forms supplied by the Commission, completed Case Abstracts of the clinical records of all patients, including stillborns, discharged on and after the effective date of participation, said Abstracts to be delivered within ninety days following the end of the month in which such discharges occurred.

3. The Hospital authorizes incorporation of the data obtained in accordance with this contract in statistical analyses, studies, and technical reports furnished to others concerning the care given to patients in hospitals, the medical activities in hospitals, and related matters, subject to the provisions of this agreement.

4. The Hospital agrees to provide to authorized representatives of the Commission access to the original medical records of the Hospital in order that the Commission may a) verify data submitted by the Hospital, b) furnish consultation to and training of the medical record department personnel, and c) supervise medical record procedure and practice as outlined in paragraph 12.

5. The Hospital agrees to appoint a member of its medical staff to act as Liaison Physician for the purpose of maintaining coordination and communication during the course of this agreement. The Hospital shall furnish to the Commission the name of the initial Liaison Physician, and any successor.

6. The Hospital shall not furnish any identification of doctors or patients to the Commission except by code numbers, the meanings of which are known only to the Hospital.

7. The Hospital agrees to hold the Commission harmless from any action for damages resulting from any disclosure by the Hospital or any of its personnel or medical staff or governing board of the information contained in the reports rendered to the Hospital.

8. The Hospital certifies that entry into the Professional Activity Study has been approved by its medical staff.

9. The Hospital agrees to pay its pro rata share of the Commission's expense in connection with participation in the Professional Activity Study according to the terms of this agreement, said share to be calculated at the rate of thirty cents (30¢ in United States currency) per patient discharge. Remittance made from foreign countries must be payable and immediately negotiable in the United States for the full amount of the fee required. Payment for all the patient discharges in any one month shall be made to the Commission within ten (10) days following the end of the month in which such patient discharges occurred. The books of the Hospital may be audited annually by the Commission as to the number of patients discharged.

*of the State of California, which operates YOLO GENERAL HOSPITAL,

Micro Fiched

10. The Commission agrees to furnish to the Hospital the Commission's regular medical service analyses and medical record indexes for the Hospital based on Case Abstracts of clinical records of patients discharged from the Hospital, such analyses and indexes to conform to the requirements of the Joint Commission on Accreditation of Hospitals.

11. The Commission agrees to place the data submitted by the Hospital in the Commission's research file and at the discretion of the Commission to incorporate such data in studies and analyses conducted by the Commission.

12. The Commission agrees to furnish to the Hospital, to the extent deemed necessary by the Commission, a) consultation on medical record department procedure and practice, b) training of the Hospital personnel in preparation and submission of the Case Abstracts, and c) scrutiny of data received, in an effort to insure that the data are of reliable quality.

13. The Commission agrees that, unless so directed by the Hospital, it will not divulge the name of the Hospital, nor in any other way reveal the Hospital's identity in any reports or publications or other manner. In any report to the Hospital concerning its own medical staff or its own practices, however, identification of doctors and patients by the code numbers furnished by the Hospital may be made.

14. The Commission agrees to hold the Hospital harmless from any action for damages resulting from any release by the Commission of the information furnished to the Commission by the Hospital other than releases of information to the Hospital concerning its own medical practices.

15. This agreement shall remain in force for a period of one year from the effective date as stated in paragraph 1 and shall be renewed annually thereafter for successive periods of one year each without further action by either party, unless either party shall, at least sixty days prior to any renewal date, notify the other party in writing of its intention not to renew this agreement; provided, however, that the rate charged by the Commission for participation may be changed by separate agreement in writing by the parties, executed at any time during the existence of this agreement. Such changes in rates shall be effective in accordance with the terms of any such separate agreement, and shall not affect the validity of any of the other provisions of this agreement.

16. It is the intent of the parties hereto that the studies and analyses shall be used for the purpose of improving the practice of medicine and the administration of hospitals, and to that end this agreement shall be liberally construed.

Micro Fiched

THE COUNTY OF YOLO, a political subdivision of the State of California, Hospital

by J.W. McDERMOTT, Chairman
Title of the Board of Supervisors
Signed on (date) DEC 29 1966

Commission on Professional and Hospital Activities, Inc.

by William H. Kincaid
Title Associate Director
Signed on (date) 5 Jan 1967

December 28, 1966

Approved as to Form
CHARLES R. MACK
County Counsel of Yolo County

ATTEST:
LAURENCE P. HENIGAN, CLERK
BY Lois E. Lucas DEPUTY
(SEAL)

Micro Fiched

PAS ADMINISTRATIVE QUESTIONNAIRE

Micro Fiched

The information on this questionnaire will be used as an official record in the Commission offices. All names and addresses should be complete and accurate. Any changes should immediately be directed to the Commission.

Hospital			Phone
Yolo General Hospital	XXXXXXX	XXXXXXXXX	916-662-2851
Street	**City**	**State or Province**	**Zip Code**
170 West Beamer	Woodland	California	95695

Administrator (Mr., Mrs., Miss)
Richard Stevenson

Medical Record Librarian (Mr., Mrs, Miss) — Registered? Yes ☐ No ☒
Dorayne Likely

Direct Invoice To: (Mr, Mrs., Miss)
Richard Stevenson, Administrator

PAS Liaison Physician	Specialty
Robert L. Thomas, M.D., Medical Director	Surgery

Street	City	State or Province	Zip Code
170 West Beamer	Woodland	California	95695

Internship Program
Yes ☐ No ☒ If Yes,
Number of Interns:

Residency Program
Yes ☐ No ☒ If Yes,
Number of Residencies:

Medical School Affiliation
Yes ☐ No ☒ If Yes,
Check One of the Following:
- ☐ Major Unit
- ☐ Limited Use
- ☐ Graduate Training Only

Number of Beds: 82 Acute

Number of Bassinets: 8

Average Number of Discharges Per Month:

Newborns	38
All Others	200
Total	238

Will Bed Facilities
- ☒ Stay the Same
- ☐ Increase
- ☐ Decrease

Within the Next 12 Months? By What Amount:

Date of Medical Staff Meeting	Additional Comments
Second Thursday of every other month,	
Time: 6:30 P.M.	Micro Fiched

Signature: Robert L Thomas M.D.

Date: November 30, 1966

Commission Use Only

Hospital Number | Effective Date

Confidential Code

Monthly | Annual

PAS | MAP

CPHA 364-1-66

The Commission on Professional and Hospital Activities
First National Building, Ann Arbor, Michigan

Yolo County
AGREEMENT NO. 66-92

05-NH-1359

HEALTH INSURANCE BENEFITS AGREEMENT

(Agreement with Provider of Services Pursuant to Section 1866 of the Social Security Act)

Micro Fiched

Provider Identification No.: 05-5265

For the purpose of establishing eligibility for payment under Title XVIII of the Social Security Act, **Yolo General Hospital, Woodland, California** hereinafter referred to as the provider of services, hereby agrees:

(A) not to charge, except to the extent permitted by section 1866(a)(2) of such Act and regulations issued thereunder, any individual or any other person for items and services with respect to which the provider of services is precluded by reason of section 1866(a)(1) from charging such individual or such other person;

(B) to return any moneys incorrectly collected from such individual or such person, or to make such other disposition as may be specified in regulations.

This agreement, upon submission by the provider of services of acceptable assurance of compliance with the requirements of Title VI of the Civil Rights Act of 1964, and upon acceptance for filing, by the Secretary of Health, Education, and Welfare, shall be binding on such provider of services and the Secretary. The agreement may be terminated by either party in accordance with the provisions of section 1866(b)(1) and (2) of the Social Security Act and regulations thereunder. In the event of such termination, the obligations of the Secretary to make payment to the provider of services pursuant to this agreement shall be abrogated to the extent specified in section 1866(b)(3), (4) and (5) of such Act and regulations thereunder.

This agreement shall become effective when accepted for filing by the Secretary or his delegate.

FILED
AUG 29 1967
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

For Provider of Services by:

Yolo County
Name

By [signature]
Chairman, Board of Supervisors,
County of Yolo, State of Calif.
December 27, 1966.
Date

Approved as to Form
Date December 27, 1966
[signature]
County Counsel of Yolo County

Accepted for Secretary of Health, Education, and Welfare by:

Mercia Leton Kahn
Mercia Leton Kahn
Regional Representative
Bureau of Health Insurance
Title

December 29, 1966
Date

Certified True Copy:
MERCIA LETON KAHN
Regional Representative
Bureau of Health Insurance

Micro Fiched

FORM SSA-1561 (3-66)

REP:ro-5

FILED
JAN 19 1967
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 66-93

RECIPROCAL AGREEMENT RELATING TO THE EXPENSE OF MEDICAL CARE AND TREATMENT BETWEEN COUNTIES

Micro Fiched

THIS AGREEMENT, made and entered into this 27th day of December, 1966, by and between the COUNTY OF SACRAMENTO, First Party, and the COUNTY OF YOLO, Second Party.

W I T N E S S E T H :

WHEREAS, Section 1475 of the Health and Safety Code of the State of California reads:

> "1475. Unless there exists a reciprocal agreement relating to the expense of medical care and treatment, it shall be the duty of every county to pay for the expense of treatment of its indigent residents furnished by the county hospital of any other county. As a condition of liability, the county providing such medical and hospital care shall, not more than ten (10) days after admission, give notice to the county of residence."

and,

WHEREAS, it is the desire of the parties hereto to enter into a reciprocal agreement as referred to in said code section.

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. That the cost of hospitalization and/or medical care rendered to an indigent person making his home in either county, by the county hospital or a county hospital doctor in the other county shall be at the cost of the county in which the indigent person makes his home at the time hospitalization or care is rendered.

Micro Fiched

2. Responsibility for payment for patients brought to either county hospital by ambulance shall be the county in which the ambulance run started unless the patient makes his home in the county providing the medical and/or hospital service.

3. The cost of hospitalization or medical care to be borne under this agreement by the county in which an indigent person makes his home shall be only that portion of the total cost of such hospitalization or medical care that is not recovered from the person or any applicable federal or state aid program.

4. The provision of Section 1475 of the Health and Safety Code referring to ten (10) days notice is not applicable and the County providing medical and hospital care may bill the county obligated to pay such cost in accordance with their ordinary billing procedure.

Micro Fiched

5. This agreement shall become effective when approved by the Board of Supervisors of both counties, and may be terminated at any time by giving thirty (30) days notice in writing from one county to the other addressed to the Board of Supervisors.

6. It is agreed that the hospitalization and/or medical care herein referred to shall be limited to emergency hospital or medical care and that all elective cases and all emergency cases after the emergency has passed, and which require prolonged convalescense, will be returned to the county in which the person makes his home at the cost of that county.

7. Nothing herein contained shall be construed as forgiving or cancelling any obligation on the part of any county to pay obligations which have accrued prior to the execution hereof.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement the day and year hereinabove first written.

COUNTY OF SACRAMENTO

ATTEST:

Clerk of the Board of Supervisors

By _____
Chairman of the Board of Supervisors
County of Sacramento, State of California

"FIRST PARTY"

Micro Fiched

COUNTY OF YOLO

ATTEST:

LAURENCE P. MENIGAN, CLERK

By _____ Deputy

By _____
Chairman of the Board of Supervisors
County of Yolo, State of California

"SECOND PARTY"

December 21, 1966

RECEIVED
JAN 30 1967
LAURENCE P. HENIGAN, Clerk
By..... Deputy

RESOLUTION NO. 67-48

Micro Fiched

BE IT RESOLVED AND ORDERED that the Chairman of the Board of Supervisors be and he is hereby authorized and directed to execute an Agreement, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with YOLO COUNTY relative to a RECIPROCAL AGREEMENT RELATING TO THE EXPENSE OF MEDICAL CARE AND TREATMENT BETWEEN COUNTIES

and to do and perform everything necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sacramento, State of California, this 23rd day of January, 1967, by the following vote, to wit:

AYES: Supervisors, Gualco, Kloss, O'Brien, Wood, Phelan

NOES: Supervisors, None

ABSENT: Supervisors, None

Micro Fiched

James Phelan
Chairman of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: Betty Moyer
Clerk of the Board
of Supervisors

The foregoing is a correct copy of a resolution adopted by the Board of Supervisors, Sacramento County, California on JAN 23 1967
Dated JAN 23 1967
Clerk of said Board of Supervisors
By Sharon Lourde
Deputy

ENDORSED:
FILED JAN 23 1967
BOARD OF SUPERVISORS
By Betty Moyer
Clerk

YOLO COUNTY
AGREEMENT NO. 66-94

STATE OF CALIFORNIA
CALIFORNIA DISASTER OFFICE

Barbara Rodgers

This agreement entered into this 27th day of December 1966 at Sacramento, California, between the State of California, acting through the Director of the California Disaster Office, hereinafter called State, and YOLO COUNTY, hereinafter called County.

W I T N E S S E T H :

Micro Fiched

1. County agrees to acquire at its own expense radio communications equipment meeting specifications established by State to operate on Local Government Radio Service frequencies 153.755 Mc and 154.980 Mc, and to operate and maintain such equipment as provided in paragraphs 2 and 3 following.

2. The equipment referred to in Paragraph 1 shall be and remain the property of County, but State shall be the licensee thereof pursuant to Federal Communications Commission, and all applications to Federal Communications Commission for construction permits and licenses or for authority to add to or modify station licenses shall be made by and in the name of State.

3. State hereby authorizes County to operate said equipment by its officer in charge of Civil Defense matters or such regularly employed and salaried assistants as such officer may designate.

4. County agrees to operate and maintain said equipment in accordance with rules and regulations of the Federal Communications Commission and operating procedures established by State, including performance, without cost to State, of an annual frequency deviation check. In the event of any violation by County of such rules and regulations or of any other law respecting the operation of said equipment, State may terminate this agreement at any time.

5. Pursuant to Section 895.4 of the Government Code, and in recognition of the fact that County is to have the actual operating control of said equipment, County agrees to indemnify State and its officers and employees against any and all liability arising out of the performance of this agreement which may be imposed on State by any law including Section 895.2 of the Government Code.

Micro Fiched

6. Notwithstanding the provisions of Paragraph 5, State shall provide at its expense Workmen's Compensation covering Disaster Service workers who shall be engaged in the performance of this agreement, as provided by Division IV of the California Labor Code.

7. The term of this agreement commences JANUARY 1, 1967 and shall be concurrent with that of the Federal Communications Commission license to be issued to State in respect of said equipment, subject to termination by either party hereto upon seven days' written notice to the other.

8. All notices herein provided to be given, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid and addressed as follows: to State at California Disaster Office,

Post Office Box 9577, Sacramento, California 95823; and to County at Room 102 Courthouse, Woodland, Cal. The address to which notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

Micro Fiched

9. It is mutually agreed and understood that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS WHEREOF this agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

COUNTY OF YOLO
County

By _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIF.
Title _____
(Duly authorized to sign)

STATE OF CALIFORNIA
CALIFORNIA DISASTER OFFICE

JOHN W. GAFFNEY
Director

By _____

Title Communications & Warning Officer

November 4, 1966

Micro Fiched

(2)

#7701

FILED
MAR 31 1967
[illegible] Clerk
By [illegible] Deputy

AGREEMENT NO. 67-1

THIS AGREEMENT, made and entered into this 16th day of January, 1967, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its Department of Housing and Community Development, hereinafter called "STATE" and the COUNTY OF YOLO, hereinafter called "COUNTY",

Micro Fiched

W I T N E S S E T H:

WHEREAS, permanent buildings used for human habitation within a permanent labor camp are placed under the jurisdiction of the State Housing Law as to construction and erection standards pursuant to the Employee Housing Act, Labor Code § 2611; and

WHEREAS, STATE is given exclusive jurisdiction over all other aspects of labor camps by said Act; and

WHEREAS, COUNTY wishes to obtain STATE'S assistance in carrying out its responsibilities under said Act to the mutual benefit of both parties; and

WHEREAS, STATE is authorized to enter into agreement with COUNTY under Health and Safety Code, §§ 37101 and 17966, to assist COUNTY in enforcing all applicable provisions of the State law,

NOW, THEREFORE, the parties hereby agree as follows:

1. STATE agrees to enforce in its own name all the applicable regulations governing the construction and erection of permanent buildings used for human habitation within permanent labor camps in the County of Yolo. Such enforcement shall include the making of all inspections and the issuance of permits and orders required in such enforcement. In performing such work, representatives of the STATE shall retain all powers granted them in the California Health and Safety Code and Labor Code.

Micro Fiched

2. STATE agrees to provide all personnel, office space,

forms and office material necessary for operation, and to collect all fees as required by law. All fees so collected shall become the property of STATE and shall constitute the entire reimbursement to STATE from COUNTY under this contract.

3. COUNTY agrees to cooperate with STATE in said enforcement program by making available what consulting service and information it has should STATE request it.

4. This contract shall become effective on February 1, 1967, and shall continue in effect until June 30, 1968, and shall be subject to renewal as provided in paragraph 5.

5. This contract shall be deemed to be automatically renewed for a term of one year unless terminated by either party upon written notice to terminate served upon the other party not less than thirty (30) days before the expiration of any term or renewal term. Should COUNTY serve such written notice on STATE, said notice shall include a statement that COUNTY shall henceforth be charged with enforcement of all applicable regulations being enforced by STATE under the terms of this contract immediately upon termination of this contract.

6. STATE agrees to furnish to the Building Inspector of COUNTY a copy of every permit issued hereunder upon completion of the work described therein, and to make an annual report to the Board of Supervisors of COUNTY of the work performed and fees collected hereunder.

7. COUNTY agrees to the extent allowed by law to indemnify, defend, and save harmless STATE, its officers, employees, and servants from any liability imposed by law including, but not limited to, § 895.2 of the Government Code, for injury or damages caused by any act or omission by any of COUNTY'S officers, employees, servants, or enrollees occurring in the performance, or otherwise arising out of this agreement.

8. STATE agrees to the extent allowed by law to indemnify,

defend, and save harmless COUNTY, its officers, employees, and servants from any liability imposed by law including, but not limited to, § 895.2 of the Government Code, for any injury or damages caused by any act or omission by any of STATE'S officers, employees, servants, or enrollees occurring in the performance, or otherwise arising out of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, this 16th day of January, 1967.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY
(SEAL)

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT
STATE OF CALIFORNIA

BY _____
Director

Approved as to legal sufficiency

Catherine D. McAndrew
Departmental Administrative Advisor

APPROVED BY
Original Signed by
G. S. Rinehart
For Department of Finance

W.N.

APPROVED
MAR 29 1967

Micro Fiched

YOLO COUNTY
AGREEMENT NO. 67-2

Micro Fiched

This Lease, executed in duplicate at Woodland, California, this 1st day of February, 1967, by and between John W. Brinley and Laurette F. Brinley

and COUNTY OF YOLO, a political subdivision of the State of California,

hereinafter called respectively Lessor and Lessee, without regard to number or gender,

PARTIES

USE

WITNESSETH: That Lessor hereby leases to Lessee, and Lessee hires from Lessor, for the purpose of conducting therein the business and affairs of the Justice Court of the Davis Judicial District,

PREMISES

and for no other purpose, those certain premises with the appurtenances, situated in the City of Davis, , State of California, and more particularly described as follows, to-wit:

SEE RIDER

Supervised Clerk Agreement No 67-14

TERM

The term shall be for five (5) years, commencing on the 1st day of February, 1967, and ending on the 31st day of January 1972, at the total rent or sum of TWENTY-SIX THOUSAND SIX HUNDRED EIGHTY and NO/100 ($ 26,680.00) Dollars, lawful money of the United States of America, which Lessee agrees to pay to Lessor, without deduction or offset, at such place or places as may be designated from time to time by Lessor, in installments as follows: $478.00 shall be payable on the 1st day of each and every month during the term of this lease commencing with the 1st day of February, 1967.

RENTAL

It is further mutually agreed between the parties as follows:

POSSESSION

1. If Lessor, for any reason whatsoever, cannot deliver possession of the said premises to Lessee at the commencement of the said term, as hereinbefore specified, this lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom; but in that event there shall be a proportionate deduction of rent covering the period between the commencement of the said term and the time when Lessor can deliver possession.

USES PROHIBITED

2. Lessee shall not use, or permit said premises, or any part thereof, to be used, for any purpose or purposes other than the purpose or purposes for which the said premises are hereby leased; and no use shall be made or permitted to be made of the said premises, nor acts done, which will increase the existing rate of insurance upon the building in which said premises may be located, or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold, in or about said premises, any article which may be prohibited by the standard form of fire insurance policies. Lessee shall, at his sole cost and expense, comply with any and all requirements, pertaining to said premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and public liability insurance, covering said building and appurtenances.

WASTE; ALTERATIONS

3. Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located. Lessee shall not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of Lessor first had and obtained, and any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to Lessor.

ABANDONMENT

4. Lessee shall not vacate or abandon the premises at any time during the term; and if Lessee shall abandon, vacate or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be mortgaged to Lessor. 4a. Lessor shall maintain and keep clean and orderly, the elevators, stairs and patio garden.

Micro Fiched

REPAIRS ★ 5. Lessee shall at his own cost, keep and maintain said premises and appurtenances and every part thereof, including exterior walls and roof, in good condition and repair, including glazing. Lessee shall not commit or suffer waste from and the maintenance of the premises in good and sanitary order, condition and repair, thereby expressly waiving all rights to make ★repairs at the expense of lessor as provided by Section 1941 of the Civil Code of the State of California, and all rights provided for in Section 1942 of said Civil Code. In case Lessee refuses to repair the premises as herein required and said Civil Code Section 1942 is applicable, Lessor may enter and repair said premises and charge the reasonable cost thereof to Lessee, who shall pay the same on demand as additional rent. Lessee shall, at the termination of this lease, by lapse of time or otherwise, surrender and deliver said premises and all appurtenances in the same condition as when received, reasonable and ordinary wear thereof and damage by fire, act of God or the elements excepted, and to remove all of Lessee's signs from said premises. *SEE RIDER

FREE FROM LIENS 6. Lessee shall keep the demised premises and the property in which the demised premises are situated, free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. Micro Fiched

COMPLIANCE WITH GOVERNMENTAL REGULATIONS 7. Lessee shall, at his sole cost and expense, comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises, shall be conclusive of that fact as between Lessor and Lessee.

INDEMNIFICATION of LESSOR 8. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares and merchandise, and all other personal property in, upon or about said premises and for injuries to persons in or about said premises, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares and merchandise and all other personal property of any person, arising from the use of the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair, as herein provided except that lessor shall be liable for damage or injur

ADVERTISEMENTS AND SIGNS 9. Lessee shall not conduct, or permit to be conducted any sale by auction on said premises. Lessee shall not place or to on premises occuring outside of lessee's office, including stairs & eleva- permit to be placed any projecting sign, marquee or awning on the front of the said premises without the written consent of Lessor. Lessee, upon request of Lessor, shall immediately remove any sign or decoration which Lessee has placed or permitted to be placed in, on, or about the front of the premises and which, in the opinion of Lessor, is objectionable or offensive, and if Lessee fails so to do, Lessor may enter upon said premises and remove the same. Lessor has reserved the exclusive right to the two exterior sidewalls, rear wall and roof of said premises, and Lessee shall not place or permit to be placed upon the said sidewalls, rear wall or roof, any sign, advertisement or notice without the written consent of Lessor.

UTILITIES ★ 10. Lessee shall pay for all water, gas, heat, light, power, telephone service and other services supplied to the said premises, except heat, electricity, and air conditioning. *SEE RIDER

ENTRY BY LESSOR 11. Lessee shall permit Lessor and his agents to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, or for the purpose of placing upon the property in which the said premises are located any usual or ordinary "for sale" signs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned; and shall permit Lessor and his agents, at any time within thirty days prior to the expiration of this lease, to place upon said premises any usual or ordinary "to let" or "to lease" signs and exhibit the premises to prospective tenants at reasonable hours.

DESTRUCTION OF PREMISES 12. In the event of a partial destruction of the said premises during the said term, from any cause, Lessor shall forthwith repair the same, provided such repairs can be made within sixty (60) days under the laws and regulations of State, Federal, County or Municipal authorities, but such partial destruction shall in no wise annul or void this lease, except that Lessee shall be entitled to a proportionate deduction of rent while such repairs are being made, such proportionate deduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessee in the said premises. If such repairs cannot be made in sixty (60) days, Lessor may, at his option, make same within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately rebated as aforesaid in this paragraph provided. In the event that Lessor does not so elect to make such repairs which cannot be made in sixty (60) days, or such repairs cannot be made under such laws and regulations, this lease may be terminated at the option of either party. In respect to any partial destruction which Lessor is obligated to repair or may elect to repair under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California are waived by Lessee. In the event that the building in which the demised premises may be situated be destroyed to the extent of not less than 33 1/3% of the replacement cost thereof, Lessor may elect to terminate this lease, whether the demised premises be injured or not. A total destruction of the building in which the said premises may be situated shall terminate this lease. In the event of any dispute between Lessor and Lessee relative to the provisions of this paragraph they shall each select an arbitrator, the two arbitrators so selected shall select a third arbitrator and the three arbitrators so selected shall hear and determine the controversy and their decision thereon shall be final and binding upon both Lessor and Lessee, who shall bear the cost of such arbitration equally between them.

Micro Fiched

ASSIGNMENT AND SUBLETTING 13. Lessee shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the written consent of Lessor first had and obtained, and a consent to one assignment, subletting, occupation or use by any other person, shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of Lessor, terminate this lease. This lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor.

INSOLVENCY OR BANKRUPTCY 14. Either (a) the appointment of a receiver (except a receiver mentioned in paragraph 18 hereof) to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this lease by Lessee. Upon the happening of any such event this lease shall terminate ten (10) days after written notice of termination from Lessor to Lessee.

DEFAULT 15. In the event of any breach of this lease by Lessee, then Lessor besides other rights or remedies he may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to re-enter, as herein provided, or should he take possession pursuant to legal proceedings or pursuant to any notice pro-

RIDER

DESCRIPTION. 26. The leased premises are described as follows: Those certain premises with the appurtenances situated in The City of Davis, State of California, and more particularly described as follows, to wit:

That portion of the second floor of the Brinley Building, which building is located at the northeast corner of Second and E Streets, City of Davis, California, consisting of an interior net floor area of 1,912 square feet as set forth in certain plans entitled "New Davis Justice Court, Brinley Building, Davis, California", dated January 13th, 1967, prepared by Robert Crippen, A.I.A., which portion is located in the southwest corner of the second floor and extends no more than 53'6" along the Second Street dimension of the building and no more than 41'6" along the E Street dimension of the building, together with the non-exclusive right of use of all common corridors, hallways, stairways, elevator, restroom and other common areas of the premises.

Micro Fiched

REPAIRS. 27. Lessee shall maintain and repair any partitions, fixtures or appurtenances installed by it and the interior surface of the walls and ceiling of the leased premises excluding common areas, in good and sanitary order, condition and repair, normal wear and tear excepted.

Lessee shall maintain and repair the remainder of said premises and appurtenances and every part thereof in good and sanitary order, condition and repair, including restrooms, which shall be so maintained and provided with necessary consumable supplies.

UTILITIES. 28. Lessor shall pay for all water, gas, heat, light, power, sewer and air conditioning supplied to said premises.

TAX INCREASE. 29. Lessee shall in addition to all other sums agreed to be paid by him under this lease, pay to Lessors upon their demand an amount equal to its proportionate share of real estate taxes which shall during the term of this lease or any extension thereof be assessed against the demised premises in excess of the real estate tax assessed against the demised premises for the fiscal year ending June 30, 1967.

RENEWAL OPTION. 30. Lessor hereby grants Lessee a renewal option to renew this lease for an additional term of five years from and after the expiration of the original term upon the same terms and conditions as set forth in this lease including the rider. The option must be exercised by lessee by delivery to lessor of written notice of exercise of option not less than sixty (60) days prior to the expiration of the original term of this lease.

JANITOR SERVICE. 31. Lessor shall at his own expense provide janitorial services to the leased premises consisting of the provision of all labor, equipment and consumable materials for the general care and cleaning of the offices, halls and windows.

This Rider is attached to and forms a part of the lease dated February 1st, 1967, by and between JOHN W. BRINLEY and LAURETTE F. BRINLEY and the COUNTY OF YOLO, a political subdivision.

Micro Fiched

JOHN W. BRINLEY

Micro Fiched

Micro Fiched

LAURETTE F. BRINLEY

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY
(SEAL)

Micro Fiched

vided for by law, he may either terminate this lease or he may from time to time, without terminating this lease, re-let said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in his sole discretion may deem advisable with the right to make alterations and repairs to said premises; upon each such re-letting (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such re-letting and of such alterations and repairs, incurred by Lessor, and the amount, if any, by which the rent reserved in this lease for the period of such re-letting (up to but not beyond the term of this lease) exceeds the amount agreed to be paid as rent for the demised premises for such period on such re-letting; or (b) at the option of Lessor rents received by such Lessor from such re-letting shall be applied: first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting and of such alterations and repair; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such re-letting under option (a), and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such re-letting under option (b) during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Lessor shall be construed as an election on his part to terminate this lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy he may have, he may recover from Lessee all damages he may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

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SURRENDER OF LEASE 16. The voluntary or other surrender of this lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to him of any or all such subleases or subtenancies.

ATTORNEY'S FEE 17. In case suit shall be brought for an unlawful detainer of the said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenant herein contained, on the part of Lessee to be kept or performed, Lessee shall pay to Lessor a reasonable attorney's fee which shall be fixed by the court.

RECEIVERSHIP 18. If a receiver be appointed at the instance of Lessor in any action against Lessee to take possession of said premises and/or to collect the rents or profits derived therefrom, if the premises be a rooming house, hotel or apartment house, the receiver may, if it be necessary or convenient in order to collect such rents and profits, conduct the business of Lessee then being carried on in said premises and may take possession of any personal property belonging to Lessee and used in the conduct of such business, and may use the same in conducting such business on the premises without compensation to Lessee for such use. Neither the application for the appointment of such receiver, nor the appointment of such a receiver, shall be construed as an election on Lessor's part to terminate this lease unless a written notice of such intention is given to Lessee.

NOTICES 19. All notices to be given to Lessee may be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to Lessee at the said premises, whether or not Lessee has departed from, abandoned or vacated the premises.

TRANSFER OF SECURITY 20. If any security be given by Lessee to secure the faithful performance of all or any of the covenants of this lease on the part of Lessee, Lessor may transfer and/or deliver the security, as such, to the purchaser of the reversion, in the event that the reversion be sold, and thereupon Lessor shall be discharged from any further liability in reference thereto.

WAIVER 21. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

HOLDING OVER 22. Any holding over after the expiration of the said term, with the consent of Lessor, shall be construed to be a tenancy from month to month, at a rental of amount equal to last installment of rent payable during term or renewal term, a month, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

SUCCESSORS AND ASSIGNS 23. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

TIME 24. Time is of the essence of this lease.

MARGINAL CAPTIONS 25. The captions in the margins of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

and other paragraphs contained in Rider
Paragraphs 26 and 27 were attached hereto and made a part hereof
prior to its execution by all parties hereto.

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IN WITNESS WHEREOF, Lessor and Lessee have executed these presents, the day and year first above written.

LESSOR	LESSEE
JOHN W. BRINLEY	COUNTY OF YOLO, a political subdivision
LAURETTE F. BRINLEY	BY: CHAIRMAN OF THE BOARD OF SUPERVISORS COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK
BY Ruth E. Logan DEPUTY
(SEAL)

TENANT COPY
OWNER COPY
OFFICE COPY

LEASE

GENERAL LEASE FORM

TO

Dated.....

Commences.....

Expires.....

Location.....

Recorded at the Request of

.....

.....*A. D.*.....

at.....*minutes past*.....*M.*

in Vol......*page*.....

Official Records

.....
RECORDER

By.....
DEPUTY RECORDER

Micro Filmed

Micro Filmed

MANNINA & ALEXANDER
3103 SAN JOSE - LOS GATOS ROAD
CAMPBELL, CALIFORNIA

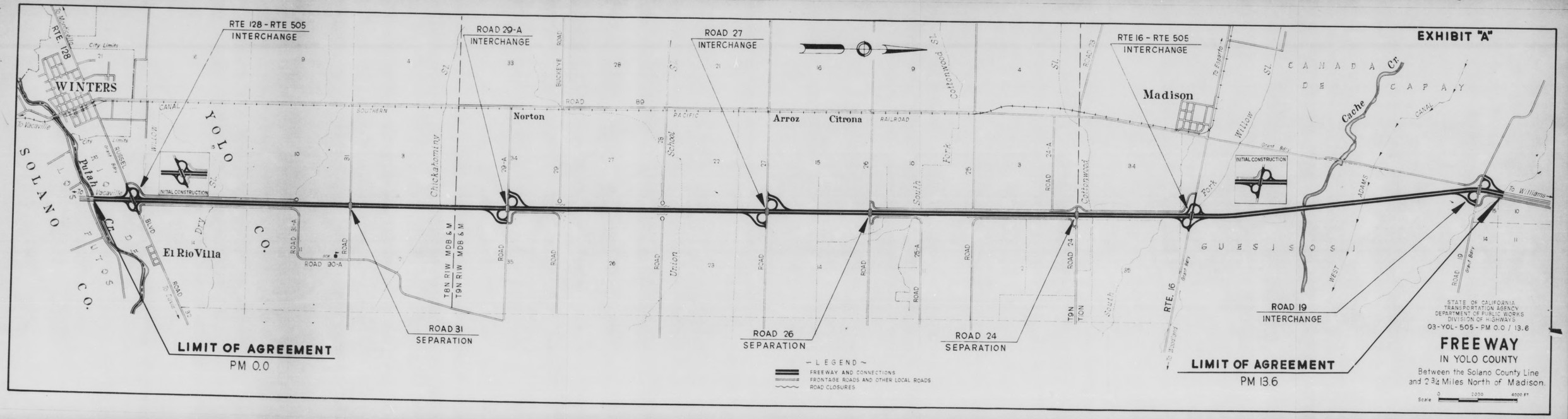
EXHIBIT "A"
RTE 128 - RTE 505 INTERCHANGE
ROAD 29-A INTERCHANGE
ROAD 27 INTERCHANGE
RTE 16 - RTE 505 INTERCHANGE
WINTERS
Madison
Norton
Arroz
Citrona
El Rio Villa
Putah Cr.
Cache Cr.
Chickahominy
Dry Cr.
Willow
Cottonwood
South Fork
West Fork
SOLANO CO.
YOLO CO.
CANADA DE CAPAY
GUESISOSI
INITIAL CONSTRUCTION
ROAD 31 SEPARATION
ROAD 26 SEPARATION
ROAD 24 SEPARATION
ROAD 19 INTERCHANGE
LIMIT OF AGREEMENT
PM 0.0
LIMIT OF AGREEMENT
PM 13.6
LEGEND
FREEWAY AND CONNECTIONS
FRONTAGE ROADS AND OTHER LOCAL ROADS
ROAD CLOSURES
STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
03-YOL-505 - PM 0.0 / 13.6
FREEWAY
IN YOLO COUNTY
Between the Solano County Line
and 2.34 Miles North of Madison
Scale 0 2000 4000 FT

RAF - V - 11/28/66 - 921397/323-2

YOLO COUNTY
AGREEMENT NO. 67-3

C.S. 7242

This Indenture, made this 16th day of JANUARY, 19 67, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware,

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herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California,

RECORDED DOCUMENT
FILED
APR - 3 1967
LAURENCE P. HENIGAN, Clerk
By

herein called "Grantee."

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the following described real property:

All that certain parcel of land situate in the northeast quarter of Section 5, Township 9 North, Range 2 East, M.D.M. and in the southeast quarter of Section 32, Township 10 North, Range 2 East, M.D.M., in the County of Yolo, State of California, and described as follows:

Beginning at the point of intersection of the easterly line of Southern Pacific Company's land (80 feet wide) with the north line of said Section 5, distant North 89°34'49" West, measured along said north line, 30.00 feet from the northeast corner of said Section 5; thence South 0°59'11" West, along said easterly line, 79.75 feet; thence North 89°00'49" West, 3.50 feet to a point; thence northwesterly, on a curve to the left having a radius of 25.00 feet, through a central angle of 90°34'00" (tangent to said curve at last mentioned point bears North 0°59'11" East), an arc distance of 39.52 feet; thence North 89°34'49" West, 51.26 feet to a point in the westerly line of said Southern Pacific Company's land; thence North 0°59'11" East, along said westerly line, 80.00 feet; thence South 89°34'49" East, 51.75 feet to a point; thence northeasterly, on a curve to the left having a radius of 25.00 feet, through a central angle of 89°26'00" (tangent to last said curve at last mentioned point is last described course), an arc distance of 39.02 feet; thence South 89°00'49" East, 3.50 feet to a point in the easterly line of said Company's land; thence South 0°59'11" West, along said easterly line, 50.25 feet to the point of beginning, containing an area of 0.157 of an acre, more or less.

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1-a. Railroad shall furnish the necessary labor, materials, tools and equipment and shall perform the following work:

(1) Install two (2) flashing light grade crossing signals, equipped with automatic gate arms, together with actuating and operating circuits and adequate instrument housing. Such installation shall include the removal of the two existing flashing light signals. Installation of and all materials for such signals shall be in accordance with Railroad's usual standards.

(2) Remove existing pavement within the track area, prepare each track, including change of running rail,

BOOK 850 PAGE 551

and install solid timber planking along the rails of each track through existing crossing.

(3) Install perforated track drain under the said highway on each side of Railroad's main track, raise side track outside the limits of the existing crossing, alter Railroad signal pole line and relocate such other railroad facilities as may be necessary to provide proper clearance for the widened crossing and install solid timber planking along the rails of each track through the widened portion of the crossing area.

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Grantee agrees to reimburse Railroad for fifty per cent (50%) of all cost and expense incurred by Railroad in furnishing materials and performing the work specified in item (1) of this Section 1-a. Grantee agrees to reimburse Railroad for one hundred per cent (100%) of the cost of the work to be performed by Railroad under item (3) of this Section 1-a.

Railroad, at its expense, shall perform the work specified in item (2) of this Section 1-a.

1-b. Grantee, at Grantee's expense, shall furnish, install and thereafter maintain the curbs, gutters, sidewalk, drainage and other street facilities and the paving of the road approaches to the crossing area, including the area between the tracks of Railroad.

1-c. Railroad shall thereafter maintain said signals with gate arms and appurtenances so long as they shall remain in place. Grantee agrees, in accordance with and pursuant to Section 1202.2 of the Public Utilities Code, to bear fifty per cent (50%) of the cost to Railroad in maintaining said signals with gate arms and appurtenances out of any funds set aside for allocation to the Public Utilities Commission and apportioned to Grantee for such purpose pursuant to Section 1231.1 of the Public Utilities Code so long as such road remains a part of the County Road system. Grantee's share of maintenance costs will be subject to the decision of the Public Utilities Commission of the State of California in Case No. 8249.

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1-d. The work to be performed by Railroad hereunder shall be undertaken as soon as labor and materials are available following execution of this indenture and shall be completed within one (1) year

BOOK 850 PAGE 552

thereafter.

1-e. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

1-f. Any contractor performing work on the above-described premises of Railroad shall execute Railroad's standard form of Contractor's Agreement prior to commencing any work on Railroad's premises.

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BOOK 850 PAGE 553

Micro Fiched

2. This grant is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all the property described herein in the performance of its duty as a common carrier and for that purpose there is reserved unto Railroad, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipe line facilities and appurtenances in, upon, over, under, across or along said property.

3. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property and the word GRANT as used herein shall not be construed as a covenant against the existence of any thereof.

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4. The rights herein granted to Grantee shall lapse and become void if the construction or reconstruction of said highway upon said property is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or the power to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as may be necessary for the maintenance of said highway.

6. Grantee shall obtain any necessary authority and permission required to construct, reconstruct, maintain and use said highway upon said property from the governmental body or bodies having jurisdiction thereover.

7. Except as herein otherwise provided, Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said highway upon said property. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the portion of said highway between lines two (2) feet outside the rails of each track located thereon.

8. Grantee agrees to reimburse Railroad for any and all assessments which may be levied by order of any authorized lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred in connection with the construction or reconstruction of said highway upon said property commenced within one (1) year from the date first herein written.

9. Should Grantee, its successors or assigns, at any time abandon the use of said property or any part thereof, or fail at any time to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad, its successors or assigns, shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of the said property, or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written. (in duplicate)

SOUTHERN PACIFIC COMPANY,

Micro Fiched

By _____
(Title) Assistant Vice President

Attest: _____
Assistant Secretary

Value of interest conveyed herein does not exceed $100

COUNTY OF YOLO,

By _____
Chairman, Board of Supervisors

_____
Clerk, Board of Supervisors

By _____
DEPUTY

(Approved as to form by General Counsel
April 14, 1959)

Form Approved:

_____

Contract Attorney

Approved as to Corporate Owner:

_____

Valuation Officer

Approved:

_____

Chief Engineer

Description Correct:

_____

Division Engineer

Recommended:

_____

Superintendent

Form of Execution Approved:

_____

Contract Attorney

Micro Fiched

Micro Fiched

Micro Fiched

STATE OF CALIFORNIA, } ss.
County of Yolo

On this 23rd day of January in the year one thousand nine hundred and sixty-seven before me, Nancy L. Seda, a Notary Public in and for the County of Yolo, State of California, residing therein, duly commissioned and sworn, personally appeared [illegible], known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

NANCY L. SEDA
NOTARY PUBLIC, CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY

Nancy L. Seda

Notary Public in and for the County of Yolo State of California.

My Commission Expires June 30, 1969

Micro Fiched 2839

BOOK 850 PAGE 555

AGREEMENT BOOK NO. 3

MINUTE ORDER NO. 67-71: APPROVED AGREEMENT NO. 67-3, WITH SOUTHERN PACIFIC COMPANY, FOR EASEMENT TO COUNTY OF YOLO FOR GRADE CROSSING AT GIBSON ROAD INCLUDING CERTAIN PROVISIONS FOR IMPROVING THE CROSSING AND INSTALLING AUTOMATIC GATES, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN SAID AGREEMENT.

Upon motion of Supervisor Conner, seconded by Supervisor Duncan, and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Duncan, Edmonds, Espigares, Conner, Stephens.

Noes: None.

Absent: None.

STATE OF CALIFORNIA } SS.
COUNTY OF YOLO

I, LAURENCE P. HINMAN, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Yolo, State of California, do hereby certify the foregoing to be a full, true and correct copy of Minute Order No. 67-71 made by the Board of Supervisors on the same appears upon their minute book.

Witness my hand and seal of said Board of Supervisors affixed this 23rd day of January 1967.

LAURENCE P. HINMAN, County Clerk and ex-officio Clerk of the Board of Supervisors

By Barbara A. Rodgers Deputy

BOOK 850 PAGE 550

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(Endorsed) Filed JAN 23 1967
LAURENCE P. HEGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 67-4

(Maintenance of SAM COMBS MEMORIAL PARK in West Sacramento)

Micro Fiched

THIS AGREEMENT made and entered into this 23rd day of January, 1967, by and between WAYNE HANSON, 1942 Maryland Avenue, West Sacramento, hereinafter referred to as CONTRACTOR and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, COUNTY is the owner of a leasehold interest in a certain parcel of property located in West Sacramento by virtue of a lease entered into by and between the County of Yolo and Sacramento-Yolo Port District dated April 6th, 1964; and

WHEREAS, the premises so leased are devoted to park and recreation purposes and contain landscaping consisting of lawns, shrubs and trees; and

WHEREAS, said leased premises and facilities are named SAM COMBS MEMORIAL PARK; and

WHEREAS, COUNTY desires to retain CONTRACTOR to assure competent maintenance of the landscaping in said park; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said park,

NOW, THEREFORE, the parties heretofore and in consideration of the covenants, agreements and stipulations hereinafter expressed DO MUTUALLY AGREE AS FOLLOWS:

Micro Fiched

1. CONTRACTOR agrees:

   a. To serve in the capacity as caretaker of said SAM COMBS MEMORIAL PARK.

   b. Except as hereinafter provided, to provide at his own expense all labor, equipment and supplies for the

necessary maintenance and upkeep of said park for the term hereof, and said maintenance and upkeep shall include, but not be limited to, mowing, trimming, watering, fertilizing, pruning the lawns, shrubs and trees located in said park and keeping the park and landscaping free from unsightly conditions and debris accumulations.

c. To perform such other duties as may be necessary to maintain a proper park.

2. COUNTY agrees:

a. To pay to CONTRACTOR the sum of ONE HUNDRED SIXTY-SIX DOLLARS ($166.00) per month during the term of this agreement, conditioned upon the CONTRACTOR submitting a proper claim as may be required by the County Auditor.

b. To provide CONTRACTOR with any fertilizer, sprays or insecticides needed by CONTRACTOR in the carrying out of his duties under this agreement.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained and any assignment without the written consent of COUNTY first had and obtained shall be null and void.

4. The parties hereto agree that CONTRACTOR in the performance of this agreement, shall act in the capacity of an independent contractor and not that of an officer or employee of COUNTY.

5. The term of this agreement shall commence on the 1st day of January, 1967, and shall end upon thirty (30) days' written notice of intention to terminate given by either party hereto.

IN WITNESS WHEREOF the parties hereto have executed this

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agreement the day and year first above written.

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COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY
(SEAL)

_____
WAYNE HANSON

Micro Filmed

YOLO COUNTY
AGREEMENT NO. 67-5

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in triplicate, this 6th day of FEBRUARY, 19 67, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "State", and the County of Yolo, hereinafter for convenience referred to as "County", witnesseth:

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WHEREAS, on December 27, 1961, and June 1, 1964, Freeway Agreements were executed between the County and the State relating to the development of that portion of State Highway Route 80, within the limits of the County of Yolo as a freeway, and

WHEREAS, under the provisions of said Freeway Agreement, the County agreed to certain adjustments in the County Road system, and for the carrying of certain roads over or under or to a connection with the freeway, and

WHEREAS, said freeway has now been completed or is nearing completion, and the parties mutually desire to clarify the division of maintenance responsibility as to separation structures, and county roads or portions thereof, and landscaped areas, within the freeway limits.

NOW THEREFORE, IT IS AGREED:

1. ROADWAY SECTIONS

The County will maintain, at County expense, all portions of county roads and appurtenant structures and bordering areas, as indicated on the attached map marked Exhibit "A" and made a part hereof by this reference.

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FILED
MAR - 9 1967
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

2. VEHICULAR UNDERCROSSINGS

The State will maintain the structure proper. The roadway section, including the traveled way, shoulders, curbs, sidewalks, walls, drainage installations and traffic service facilities, and all water lines except those incased within the walls, deck or floor of the structure, will be maintained by the County.

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3. LANDSCAPED AREAS

All planting or other types of roadside development within the freeway limits and as indicated on Exhibit "A" will be maintained by the County.

4. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the State, the Department, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement for Maintenance. It is also understood and agreed that, pursuant to Government Code Section 895.4, the County shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement.

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It is understood and agreed that neither the County nor any officer of employee thereof, is responsible for any damage or

liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority or jurisdiction not delegated to the County under this Agreement for Maintenance. It is also understood and agreed that, pursuant to Government Code Section 895.4, the Department shall fully indemnify and hold the County harmless from any damage or liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority or jurisdiction not delegated to the County under this Agreement.

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5. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the State; it being understood and agreed, however, that the execution of this Agreement shall not affect any preexisting obligations of the County to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the County has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

Approval Recommended

H. L. Haun
District Engineer

Edward A. Tenney
Maintenance Engineer

Approval as to Form

Attorney for Department

Attorney

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

J. C. WOMACK
STATE HIGHWAY ENGINEER

By
Deputy State Highway Engineer

COUNTY OF YOLO

FEB 24 1967

By
Chairman, Board of Supervisors

By
County Clerk

Approved as to Form
Dated February 7, 1967

County Counsel of Yolo County

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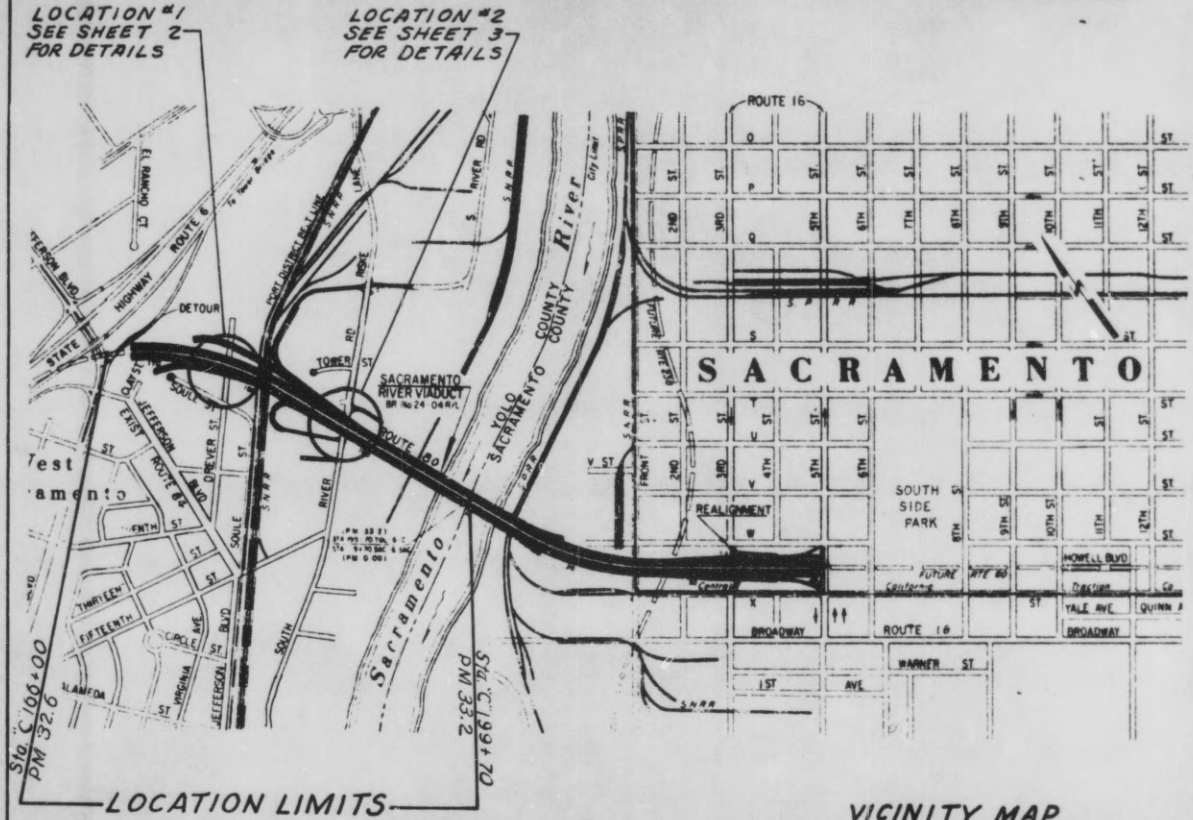
DIST.	CO.	RTE	P.M. / P.M.	SHEET OF SHEETS	
03	YOL	80	32.6/33.2	1	3

STATE HIGHWAY

In Yolo County

Between Jefferson Boulevard and Sacramento Co. Line

EXHIBIT "A"



VICINITY MAP
FREEWAY MAINTENANCE
AGREEMENT

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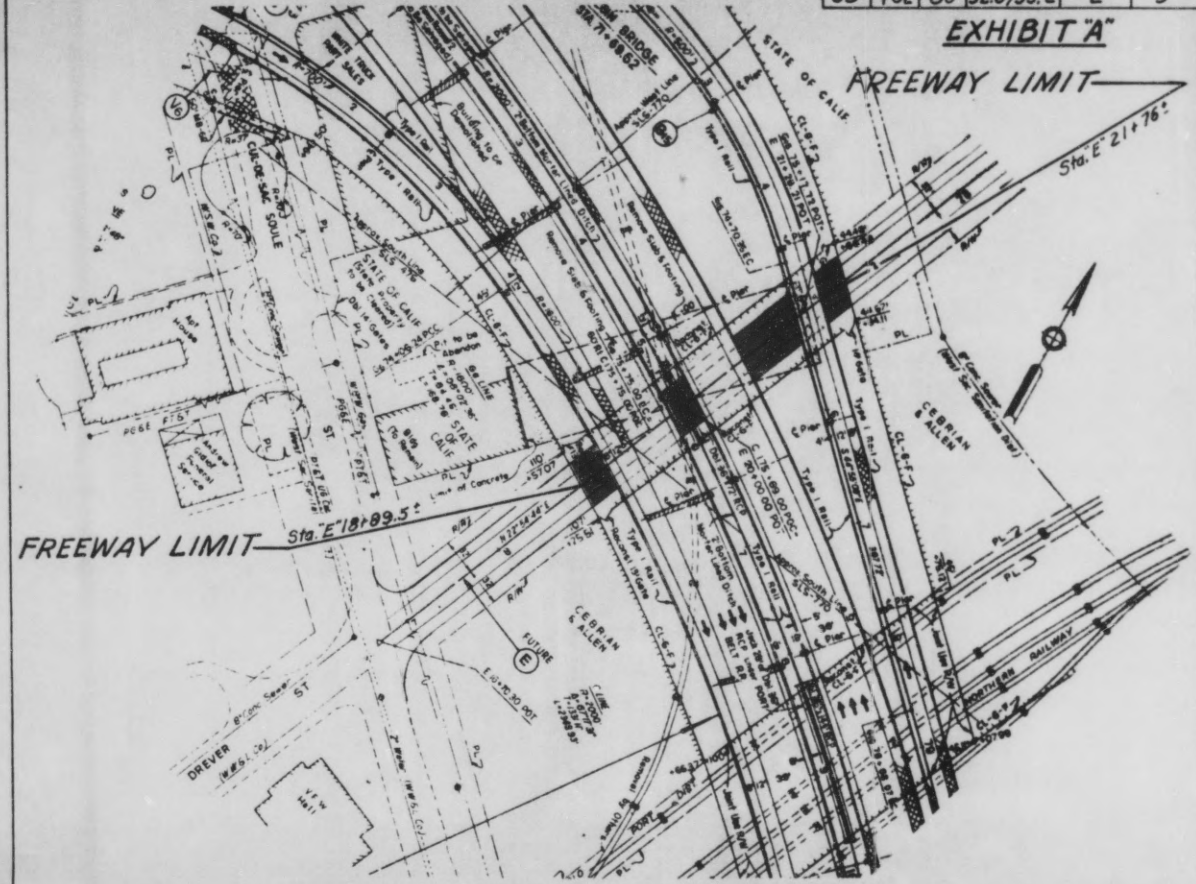
DIST	CO.	RTE	P.M. / P.M.	SHEET OF SHEETS	
03	YOL	80	32.6/33.2	2	3

EXHIBIT "A"



AREA TO BE MAINTAINED BY COUNTY ■

LOCATION "I"

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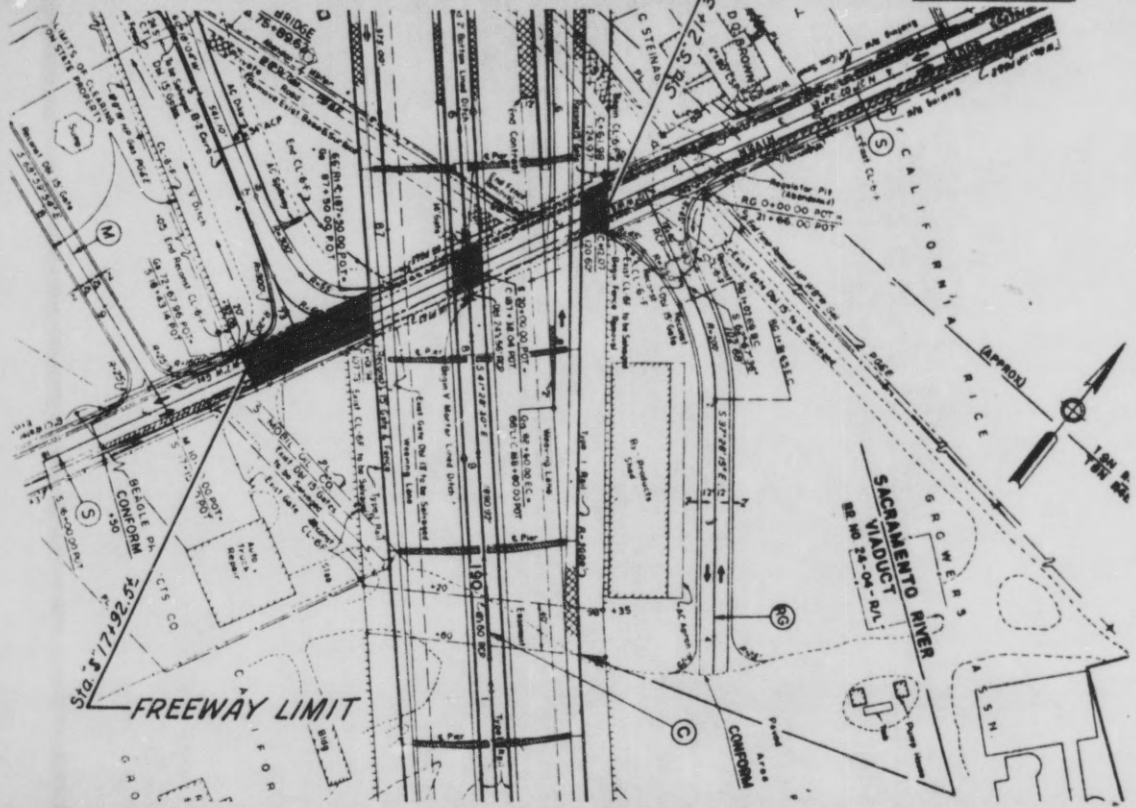
DIST	CO.	RTE	P.M. / P.M.	SHEET OF SHEETS	
03	YOL	80	32.6/33.2	3	3

EXHIBIT "A"



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YOLO COUNTY
AGREEMENT NO. 67-6

AMENDMENT OF
JOINT-POWERS AGREEMENT

THIS AMENDATORY AGREEMENT made as of _____, 1967, by and between the Counties of Humboldt, Lake, Marin, Mendocino, Napa, Solano, Sonoma and Yolo, herein referred to as "the Member Counties",

WITNESSETH:

Micro Fiched

WHEREAS, the Member Counties, together with other counties designated as "Associate Member Counties", in the joint exercies of their powers did, as of June 16, 1965, enter into an agreement to promote the development of the water resources of the Eel River Basin and related watersheds within the northwestern portion of California by acting jointly through an unincorporated public entity designated "The Eel River Flood Control and Water Conservation Association", and

WHEREAS, said agreement provides that it may be amended only by resolution of the Boards of Supervisors of all the Member Counties;

NOW, THEREFORE, the Member Counties do hereby amend said agreement as follows:

Micro Fiched

1. The name of said unincorporated public entity is hereby changed to "Northwestern California Water Agency" and the words "the Association" wherever used in said agreement shall refer to and mean Northwestern California Water Agency.

2. Clause (e) of Section 3 of said agreement is relettered (f) and a new subsection is added to Section 3 reading:

"(e) to conduct investigations of the feasibility and economic justification and to plan and design water resource development and flood control projects by any appropriate means within the financial resources of the Association.

3. Section 4 of said agreement is amended by striking out the words "or to initiate or conduct original water project investigations, planning or designing".

4. This amendment shall become effective on the date the eighth Member County executes the same by its officers thereunto duly authorized.

ATTEST:

_____ County Clerk
(seal)

COUNTY OF HUMBOLDT

By _____ Chairman of the Board of Supervisors

ATTEST:

_____ County Clerk
(seal)

COUNTY OF LAKE

By _____ Chairman of the Board of Supervisors

ATTEST:

_____ County Clerk
(seal)

COUNTY OF MARIN

By _____ Chairman of the Board of Supervisors

ATTEST:

_____ County Clerk
(seal)

COUNTY OF MENDOCINO

By _____ Chairman of the Board of Supervisors

ATTEST:

_____ County Clerk
(seal)

COUNTY OF NAPA

By _____ Chairman of the Board of Supervisors

ATTEST:

_____ County Clerk
(seal)

COUNTY OF SOLANO

By _____ Chairman of the Board of Supervisors

ATTEST:

_____ County Clerk
(seal)

COUNTY OF SONOMA

By _____ Chairman of the Board of Supervisors

ATTEST:

_____ County Clerk
(seal)

COUNTY OF YOLO

By _____ Chairman of the Board of Supervisors

Micro Filmed

Micro Filmed

FEB 14 1967

FILED
FEB 24 1967
LAURENCE P. HENSON, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 67-7

THIS AGREEMENT, made and entered into this 14th day of February, 1967, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter designated as COUNTY, and the CITY OF WINTERS, a municipal corporation, hereinafter designated as CITY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, CITY is the owner of an area of real property situate near the City of Winters used for dumping garbage and refuse that has accumulated within the City; and,

WHEREAS, COUNTY desires that the residents of Yolo County and the County of Yolo itself and its employees acting on its behalf be permitted to dump garbage and refuse within said City dump; and

WHEREAS, COUNTY is willing to pay CITY the sum of $1,000.00 for such privilege in accordance with the terms hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

Micro Fiched

1. CITY agrees to permit residents of Yolo County and the County of Yolo itself and its employees acting on its behalf to use the dumping grounds owned by the City of Winters. Said dumping right shall not include the right to dump trees or dead animals.

2. This agreement shall be for a period commencing on July 1, 1966, and terminating on June 30, 1971, provided however, that either of the parties hereto may, by giving 30 days notice in writing to the other party, terminate this agreement upon the conclusion of any fiscal year during the term hereof.

3. COUNTY agrees to pay CITY as rental for the privilege

of dumping garbage and refuse upon said CITY'S dump grounds the sum of $1,000.00 per year payable in advance on the 1st day of July, 1966, and a like sum of $1,000.00 on the first day of July of each and every year thereafter during the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first hereinabove written.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY J. DUDLEY STEPHENS
CHAIRMAN OF THE BOARD OF SUPERVISORS

CITY OF WINTERS, a municipal corporation

BY Antonio M. Martin
MAYOR

BY Dorothy Thomas
CITY CLERK

Micro Fiched

FILED

FEB 15 1967

LAURENCE P. HENIGAN, Clerk

By: Peter E. Lyons

Deputy

RESOLUTION NO. 67-5

(Winters Dump Agreement)

Micro Filmed

BE IT RESOLVED AND ORDERED that J. Dudley Stephens, Chairman of the Board of Supervisors of the County of Yolo, be, and he hereby is, authorized to execute on behalf of the County of Yolo an Agreement with the City of Winters, said Agreement to be for a term of five years commencing on July 1, 1966, and terminating on June 30, 1971, for an annual consideration of $1,000.00 payable by the County of Yolo in advance to the City of Winters, by which agreement the said City of Winters shall permit residents of the County of Yolo and the County of Yolo itself and its employees acting on its behalf to use the dumping grounds owned by the City of Winters.

PASSED AND ADOPTED this 14th day of February, 1967, by the Board of Supervisors of the County of Yolo, State of California, by the following vote:

AYES: Duncan, Edmonds, Espigares, Conner, Stephens.

NOES: None.

ABSENT: None.

J. Dudley Stephens

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Peter E. Lyons DEPUTY

(SEAL)

Micro Filmed

YOLO COUNTY
AGREEMENT NO. 67-8

FILED
MAY 21 1968
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

YOLO COUNTY
AGREEMENT NO. 67-8

COUNTY-STATE AGREEMENT NO. 16
FEDERAL-AID SECONDARY ROADS

03 (District) Yolo (County)

FEDERAL PROJECT S-774(1)

COUNTY ROAD 93A

Micro Fiched

THIS AGREEMENT, made in duplicate this 20th day of February, 1967

by and between the COUNTY OF YOLO, State of California, hereinafter referred to as the "County," and the DEPARTMENT OF PUBLIC WORKS (Division of Highways) of the State of California, hereinafter referred to as the "Department."

WITNESSETH:

It is agreed between the parties that the project or projects hereinafter described shall be constructed under and pursuant to, and in accordance with the provisions of the attached Exhibits A and B, which exhibits are hereby made a part of this agreement.

Yolo County agrees to provide necessary matching funds prior to award of contract.

The Board of Supervisors of the County of Yolo by Resolution dated February 20, 1967 has approved this agreement and authorized its execution.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first above written.

Approval Recommended:

District Engineer

CITY AND COUNTY PROJECTS ENGINEER

Approved as to Form and Procedure:

ATTORNEY for the Department

County of Yolo

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

J. C. WOMACK
State Highway Engineer

By

Deputy State Highway Engineer

as to Form
Dated Feb 21, 1967
County Counsel of Yolo County

Article I. This agreement is made in the light of the following facts and circumstances:

1. Under the provisions of the Federal-Aid Highway Acts certain funds are authorized to be appropriated for expenditure on a system of principal secondary roads to be selected by the State highway departments in cooperation with the county supervisors and the Commissioner of Public Roads. The route upon which the subject project is proposed has been so selected and approved by the Commissioner of Public Roads for inclusion in the Federal-Aid Secondary Road System. Federal-Aid Highway funds are now available for obligation to the subject project.

2. The Department is required to enter into an agreement with the Commissioner of Public Roads relative to the prosecution of this project and the obligation of participating Federal-Aid funds.

WITNESSETH, in consideration of the premises herein contained, the parties agree as follows:

Article II. Cooperation with the United States.

MAINTENANCE

1. The Federal-Aid Acts require that the maintenance of projects constructed thereunder shall be the responsibility of the State and that a project for which the Department proposes to provide maintenance by an agreement with the County shall not be approved if any project previously improved with Federal funds under the provisions of the Federal Highway Acts, as amended and supplemented, which the County has agreed to maintain, is not being satisfactorily maintained as determined by the Commissioner.

It is therefore agreed that after completion of said project or usable portions thereof, and upon notice of such completion, the County will maintain the completed works in a manner satisfactory to the authorized agents of the United States.

Article III. Control of Work.

RIGHT OF WAY

The furnishing of rights of way as provided for herein includes, in addition to all real property required for the improvement free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement.

1. Such rights of way as are necessary for the construction of the proposed improvement, will be furnished by the County.

2. It is understood that a contract for the construction of this project or any portion thereof cannot be awarded until the necessary rights of way has been made available.

3. The County will furnish to the Department prior to advertising of the project evidence that necessary rights of way are available for construction purposes.

4. The County agrees to pay from county funds any costs, which are incurred in connection with this project, which arise out of right of way litigation or delays to the contractor because right of way has not been made available to him for the orderly prosecution of the work.

ENGINEERING

Preliminary Engineering—The term "preliminary engineering" as used herein includes all preliminary work, including but not restricted to, preliminary surveys and report, laboratory work, soil investigation, preparation of plans, design and advertising.

Construction Engineering—The te m "construction engineering" as used herein includes actual inspection of the work, necessary construction staking, laboratory and field testing, field reports and records, estimates, final report, and allowable expense of employes engaged therein.

County employes shall perform all engineering work. It is understood that the Department is held responsible by the United States Government for the conduct of the work and for satisfactory results and that the Department may not delegate its responsibility. It is therefore agreed that the Department will exercise general supervision over the work and may take direct control of the subject project at its discretion when it is deemed that the responsibility of the Department requires.

When the cost of Right of Way, Preliminary Engineering or Construction Engineering, incurred by the County is to be borne in part by Federal-Aid funds, the Department will reimburse the County for services performed on the basis of the actual cost thereof to the County including compensation and expense of personnel working on the project, the required materials and the use of county-owned automobiles at the rate of four cents per mile, provided, however, that the County will contribute its general administrative and overhead expense. Payments for such work will be made by the Department upon receipt of bills therefor, prepared in such form and supported by such detail as may be prescribed by the Department. The Department and the Bureau of Public Roads shall be given access to the County's books and records for the purpose of checking costs paid or to be paid by the Department hereunder.

AWARD OF CONTRACT

Actual construction work will be performed by contract. The Department will make the final preparation for advertising, will advertise and award the contract and will make payments to the contractor as the same become due.

Prior to advertising for bids the County and the Department must agree on an engineer's estimate as to the estimated cost of the project. No contract for an amount in excess of said engineer's estimate will be awarded unless sufficient funds are available and both the Department and County agree to such award.

Article IV. Special Covenants.

1. Nonparticipating Items. All costs ruled ineligible under the Federal-Aid Highway Acts but properly chargeable to this project shall be paid by the County.

2. Preliminary Engineering. All preliminary engineering charges, including the cost of advertising, have been or will be paid by the County from funds other than those provided by the Federal-Aid Highway Acts.

3. Construction Engineering. — construction engineering is included in the estimated cost and may be paid from Federal and County funds.

4. Claims. Since this project is not on a State Highway, State Highway funds may not be used to finance any costs including claims submitted by the contractor, Public Utilities, Rights of Way or other pertinent charges.

In the event that such claims are submitted and the Bureau of Public Roads and State Attorneys rule such claims cannot be paid by funds provided by the Federal-Aid Highway Acts the County will upon the demand of the Department, deposit with the State Treasurer, a sum sufficient to cover the cost of any or all claims.

Article V.

In case of conflict between any of the provisions contained in Exhibits A and B, the provisions of Exhibit B shall govern.

Micro Fiched

ARTICLE VI - Location of Project and Brief Description of Work Proposed:

Proposed Federal-aid Secondary Project S-774(1), in Yolo County, covering proposed two-lane bridge construction (Stage Construction) on COUNTY ROAD 93A across Dry Slough and across Chickahominy Slough, net length 0.038 mile.

Micro Fiched

ARTICLE VII - Funds to be used for the Project:

1. The estimated cost of the project covered by this agreement is:

PRELIMINARY ENGINEERING (By Department)		$ 4,500
Contract Items	$87,107.34	
Supplemental Work	350.00	
Subtotal	$87,457.34	
Contingencies	4,542.66	
CONTRACT TOTAL		$92,000
CONSTRUCTION ENGINEERING (By Department)		3,000
	TOTAL	$99,500

2. On the basis of the above estimate, this project will be financed as follows:

Federal-aid Secondary Funds	$55,716
State Highway Matching Funds	37,575
County Funds deposited to date for this project	4,500
County Funds to be deposited	1,709

3. The actual funds for the project will be set up after the bids for the work have been opened, and shall be on the basis of contract prices. The amounts shown under the various categories of Paragraph 2, above, may be adjusted from time to time as the needs of the parties make it desirable, provided that the balances available in any category, the total estimated project cost, or the maximum legal pro rata are not exceeded. Any County funds deposited in excess of requirements for this project will be transferred to other projects at the request of the County or refunded to the County.

4. The County may, prior to opening of bids, deposit with the Division of Highways the amount shown in Paragraph 2, above, to permit prompt award of a contract on the basis of the lowest satisfactory bid within the estimate contained in this agreement. The County agrees, in any event, to deposit with the Division of Highways the above amount, or such lesser amount as may be required to award a contract on the basis of the lowest satisfactory bid, within five days of being notified of the amount of the bid and the proposed financing.

Micro Fiched

Micro Fiched

ARTICLE VIII - Special Covenants:

1. This agreement shall have no force or effect unless and until the subject project is approved by the United States Bureau of Public Roads.

2. This project has been programmed to the Bureau of Public Roads as stage construction. The County agrees to complete the improvement to the final stage with or without Federal participation.

3. The County agrees to construct any necessary approaches to line, grade, and section approved by the Division of Highways and the Bureau of Public Roads, with or without Federal aid.

4. It is understood that Federal and State participation may be applied to a part of the costs of Construction Engineering, and that the County may submit to the Division of Highways bills for its direct Construction Engineering expenditures, in order to secure the maximum permissible Federal and State participation in the total project cost.

Micro Fiched

Agreement No. 36
03-Yol-16-44.6
Sheet 1 of 4
YOLO COUNTY AGREEMENT
NO. 67-9

AGREEMENT

The County of Yolo, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the State of California, Department of Public Works, Division of Highways, hereinafter referred to as "STATE", do enter into the following agreement:

Micro Filmed

WHEREAS, State and County contemplate installation of flashing beacon system at the intersection of County Road 102 with State Highway Route 16, all within the County of Yolo, and desire to specify the proportionate share of the costs that are to be borne by County and State and to arrange herein for maintenance;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION I

For and in consideration of the covenants and conditions to be kept and performed by County as set forth herein, State agrees:

(a) To furnish flashing beacon system hereinbefore mentioned, through construction by contracts with construction contractors licensed by the State of California, said contract to be carried out in accordance with provisions of the State Contract Act, Chapter 3, Part 5, Division 3, Title 2 of the Government Code, and to be completed in conformity with plans and specifications of the State of California, Department of Public Works, Division of Highways.

Micro Filmed

(b) To bear the entire expense of preparation of plans and specifications, and State's share of expense of the construction engineering costs, including assessments for indirect charges to be made at current rates, and construction costs required to complete the flashing beacon system referred to herein, such share to be a sum bearing the same proportion to the total cost of installation of the flashing beacon system

as the number of legs of highways under jurisdiction of State at the intersection involved bears to the total number of legs of highways at such intersection.

(c) State will maintain and operate the entire flashing beacon system as constructed.

Micro Fiched

SECTION II

For and in consideration of the covenants and conditions to be kept and performed by State as set forth in this Agreement, County agrees:

(a) To pay to State, promptly upon rendition of statement therefor, County's share of expense of the construction engineering costs, including assessments for indirect charges to be made at current rates, and construction costs required to complete the flashing beacon system referred to herein, such share to be a sum bearing the same proportion to the total cost of installation of the flashing beacon system as the number of legs of highways under jurisdiction of County at the intersection involved bears to the total number of legs of highways at such intersection.

It is estimated that County's share is $1,833.00. The actual amount of County's share will be determined after award and completion of the construction contract.

Micro Fiched

(b) To reimburse State for County's proportionate share of the cost of maintenance and operation of said flashing beacon system, such share to be determined in the manner provided in that agreement for maintenance of flashing beacon system on State highways within the county which is in effect at the time said costs are incurred, or if no such agreement exists, such share to be a sum bearing the same proportion to the total cost of maintenance and operation of said flashing beacon system as the number of legs of highways under

jurisdiction of the County bears to the total number of legs of highways at such intersection.

SECTION III

IT IS UNDERSTOOD AND AGREED that neither State nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify and hold State harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement.

IT IS UNDERSTOOD AND AGREED that neither County, nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by State under or in connection with any work, authority or jurisdiction not delegated to County under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, State shall fully indemnify and hold County harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by State under or in connection with any work, authority or jurisdiction not delegated to County under this Agreement.

Micro Filmed

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by County this 20th day of February, 1967, and by State this 23rd day of March, 1967.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

Micro Fiched

J. C. WOMACK
State Highway Engineer

By _____
Deputy State Highway Engineer

Approved as to form and procedure:

_____
County Attorney

_____
Attorney, Department of Public Works

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

Attest: LAURENCE P. HENIGAN
Clerk of the Board of Supervisors

By Pete E. Lucas
DEPUTY

Micro Fiched

FILED
FEB 21 1967
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

Micro Fiched

RESOLUTION No. 67-9

WHEREAS the Division of Highways plans to construct safety lighting at the intersection of State Route 16 and Yolo County Road 102 and

WHEREAS the benefits of such system will be mutual to both the State and the County.

NOW THEREFORE BE IT RESOLVED that the Chairman of the Board be authorized to execute State Agreement No. 36 on behalf of the County of Yolo providing for the reimbursement to the State in the amount of 50% of the cost of the aforementioned installation and also providing for a similar reimbursement for operation and maintenance.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 20th day of February, 1967, by the following vote:

AYES: Duncan, Edmonds, Conner, Stephens.

NOES: None.

ABSENT: Espigares.

[signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY [signature] Deputy
(Seal)

Micro Fiched

Approved as to Form
Dated Feb 21, 1967
[signature]
County Counsel

(#1)

FILED
MAR 22 1967
LAURENCE P. HENIGAN, Clerk
By Pete E. Lucas Deputy

Micro Fiched

AGREEMENT NO. 67-10

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of February, 19 67, by and between A. Teichert and Son, Inc.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Portions of Gibson Road from S.H. 113 to 0.68 Miles Westerly by grading, paving, installing curbs, gutters, walks and drainage facilities complete with all appurtenances.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

Micro Fiched

Micro Fiched

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Improvement plans for portions of Gibson Road from S.H. 113 to 0.68 Miles West

(Plan Index No. 24.20 - 24.26) (WO #4051)

Approved Jan. 27, 1967 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within forty (40) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

Micro Fiched

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

Micro Fiched

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel

MAR 22 1967

ATTEST:

Laurence P. Henigan, Clerk

By Peter E. Lucas, Deputy

COUNTY OF YOLO

By Chairman of the Board of Supervisors

By A. TEICHERT & SON, INC.

Contractor

(Endorsed) Filed MAR - 6 1967
LAURENCE P. HENIGAN, Clerk
By PETE R. LUCAS Deputy

AGREEMENT NO. 67-11

LEASE

Micro Fiched

LEASE, made by the County of Yolo, a poltical subdivision of the State of California, hereinafter referred to as LESSOR, and MRS. JEAN BAKER, hereinafter referred to as LESSEE,

IT IS MUTUALLY AGREED as follows:

1. Leasing and Term: LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the house and lot owned by LESSOR located at 823 Court Street, Woodland, Yolo County, California, for a term commencing on March 16, 1967, and ending on March 15, 1968, unless the term is earlier terminated by either party in a written notice of intention to terminate, in which case termination shall be no earlier than thirty (30) days from date of receipt by either party of said notice to terminate.

2. Rent: The rent therefor shall be the sum of Seventy-five Dollars ($75.00) per month, payable as follows:

1. $37.50 payable on or before March 15th, 1967
2. $75.00 payable on the first day of each month April, 1967, through February, 1968, inclusive
3. $37.50 payable on March 1st, 1968.

3. Use of Premises: LESSEE shall use said premises only as a private residence, and in connection therewith shall comply with all governmental laws and regulations.

4. Assignment and Sub-Letting: LESSEE shall neither assign this Lease, nor sub-let the whole or any part of said premises, without the written consent of LESSOR.

Micro Fiched

5. Waiver of Benefits: LESSEE hereby waives all rights and benefits under § 1941 and 1942 of the California Civil Code, and hereby releases, and promises to indemnify and save harmless, LESSOR from any and all claims, demands, liabilities, and actions

Micro Fiched

for damages which may be sustained by LESSEE, or any other persons, during the time LESSEE may be in possession of said premises.

6. Utilities: LESSEE shall pay for all utilities including, but not limited to, water, gas, electricity, garbage removal and telephone services.

7. Garden and Grounds: LESSEE shall, at his/her own cost and expense, maintain the garden and grounds in a good and husband-like manner.

8. Improvements: LESSEE may make improvements to said premises which are agreed upon in writing by LESSOR, in which event LESSEE shall pay for the materials used and all other expenses incurred in connection therewith. Such improvements shall become the property of LESSOR.

9. Surrender of Premises: LESSEE shall promptly surrender the premises to LESSOR at the expiration of the term of this Lease, in good order and repair, reasonable wear and tear and damage of the elements excepted.

10. Legal Fees: In the event LESSOR is required to commence legal proceedings to enforce the terms and conditions of this Lease, or to recover possession of said premises, LESSEE shall pay all costs in connection therewith.

11. Scope of Agreement: This Lease constitutes the entire agreement between the parties. This Lease may not be modified except by an agreement in writing signed by the party against whom the enforcement of any waiver, change, modification or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate, this 6th day of March, 1967.

Micro Fiched

LESSOR -
COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

LESSEE

Jean Bahe

MRS. JEAN BAKE

Micro Fiched

YOLO COUNTY
AGREEMENT NO. 67-12 / 16

8

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH
Project No: MH-06D (037)
Contract No: DA7 Amended

Badwell & Rodgers Migrant Health Project Grant Agreement

Micro Fiched

This agreement is made and entered into this 16th day of February 1967 at Berkeley, California, by and between the State of California, through its Department of Public Health, hereinafter called the State, and the County of Yolo hereinafter called the Contractor.

WITNESSETH:

1. In that certain agreement between this Department and the County of Yolo dated July 1, 1966,

   a. Second sentence of paragraph 4 is amended to read "The total liability of the State under this contract shall not exceed $33,883."

   b. Exhibit B, Section 13 Budget is amended to read as follows:

"13	A	Personnel	$28,313
	B	Supplies	3,000
	C	Travel	2,000
	D	Equipment	170
	E	Office	400
		Total	$33,883 ."

Reviewed by Department of Finance not required per letter dated December 27, 1966

2. All other terms and conditions of said agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Micro Fiched

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

By _____

G. Leonard Johnston, Assistant Chief
Division of Administration

County of Yolo

By _____

Chairman, Board of Supervisors, County of Yolo, State of California.
March 6, 1967.

DO NOT WRITE IN THIS SPACE

APPROVED
MAR 22 1967

Item 175, MH2-2B.S./66 1966/67
Amount of this estimate
$ 9,397.00 INCREASE

037-40 MH 06D

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance (After Revision No _____.)

Accounting Officer

Micro Fiched

Approved as to Form
Dated March 8, 1967
County Counsel of Yolo County

YOLO COUNTY
AGREEMENT NO. 67-13

Equipment Agreement

FILED
MAR - 8 1967
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

Micro Fiched

AUTHORIZED DEALER agrees to install — ONE — *3M Brand "209"*
Automatic Dry Photo Copier (s) under the following terms:

PRICE

The customer will pay a monthly equipment use charge of 30 ¢ for each unit installed. If in any calendar month, MORE than 3000 copies are made, an additional use charge of 1¢ per meter click will be charged.

- Supplies (e.g. intermediates or copy paper) will be purchased separately by the Customer and are not included in this agreement.
- AUTHORIZED DEALER will install equipment, provide required maintenance, and supply necessary replacement parts at no additional charge to the customer, excepting repairs and parts damaged by other than normal use.

25¢ Installation

PURCHASE

- If the Customer decides to purchase the equipment within 60 days of installation of each unit, 100% of the use charge paid may be applied toward the purchase price of the equipment. After 60 days, 50% of the use charge paid may be applied against the purchase price up to an amount equal to 50% of the purchase price of the equipment. Purchase price shall be list price as of date of purchase.

PAYMENT

- AUTHORIZED DEALER will invoice the Customer monthly. The invoice will be payable upon receipt without discount.

TERMINATION

- Either party may terminate this agreement by written notice of 15 days.

(All terms and conditions as continued on reverse side of this agreement are a part hereof)

CUSTOMER Yolo County

BILLING ADDRESS J. Dudley Stephens
Chairman, Board of Supervisors,
Yolo County Courthouse
Woodland, California.

SHIP TO Yolo County Assessor
Yolo County Courthouse
Room 110, Woodland, California.

LEASED BY Yolo County

TITLE By J. Dudley Stephens, Chairman
Board of Supervisors, County of Yolo.

DATE March 6, 1967.

SALESMAN R. C. Sf

BRANCH Thermo-Fax Sales of Sacramento.
1930 H. St.
Sacramento, Calif.

AUTHORIZED DEALER

Micro Fiched

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It is agreed that
AUTHORIZED DEALER:

- will train Customer personnel in the use of the equipment.
- will provide machine service during regular service hours: 8:30 A.M. to 5:00 P.M., Monday through Friday (except holidays).
- will retain title to equipment and shall have the right to enter on the premises of the user and take immediate possession of said equipment upon any breach or termination of this agreement.
- liability with respect to property damage or personal injury arising out of or connected with services performed under this agreement, is limited strictly t that imposed by common law, and that there is no contract imposing any greater degree of liability on AUTHORIZED DEALER.

and that the CUSTOMER:

- will provide at his own expense suitable space, facilities, and utilities for proper installation and operation of the equipment.
- will make no alteration to the equipment.
- will obtain written authorization of AUTHORIZED DEALER prior to any movement of the equipment.
- will pay according to AUTHORIZED DEALER established service policy for service requested outside of regular service hours.
- will pay any and all taxes levied against the equipment or the use thereof during the term of this lease.
- will forward the completed meter card for each unit to AUTHORIZED DEALER on the last working day of each month.

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PARTIES This Lease, executed in duplicate at Woodland, California, this 13th day of March, 1967, by and between JOHN W. BRINLEY and LAURETTE F. BRINLEY

and the COUNTY OF YOLO, a political subdivision of the State of California,

hereinafter called respectively Lessor and Lessee, without regard to number or gender,

USE WITNESSETH: That Lessor hereby leases to Lessee, and Lessee hires from Lessor, for the purpose of conducting therein the business and affairs of the Justice Court of the Davis Judicial District,

PREMISES and for no other purpose, those certain premises with the appurtenances, situated in the City of Davis, State of California, and more particularly described as follows, to-wit:

FILED
MAR 13 1967
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

TERM The term shall be for five (5) years, commencing on the 1st day of April, 19 67, and ending on the 31st day of March 19 72, at the total rent or sum of TWENTY-NINE THOUSAND SEVENTY and NO/100- - - - - - ($29,070.00) Dollars, lawful money of the United States of America, which Lessee agrees to pay to Lessor, without deduction or offset, at such place or places as may be designated from time to time by Lessor, in installments as follows:

RENTAL $484.50 shall be payable on the 1st day of each and every month during the term of this lease commencing with the 1st day of April, 1967.

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It is further mutually agreed between the parties as follows:

POSSESSION 1. If Lessor, for any reason whatsoever, cannot deliver possession of the said premises to Lessee at the commencement of the said term, as hereinbefore specified, this lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom; but in that event there shall be a proportionate deduction of rent covering the period between the commencement of the said term and the time when Lessor can deliver possession.

USES PROHIBITED 2. Lessee shall not use, or permit said premises, or any part thereof, to be used, for any purpose or purposes other than the purpose or purposes for which the said premises are hereby leased; and no use shall be made or permitted to be made of the said premises, nor acts done, which will increase the existing rate of insurance upon the building in which said premises may be located, or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold, in or about said premises, any article which may be prohibited by the standard form of fire insurance policies. Lessee shall, at his sole cost and expense, comply with any and all requirements, pertaining to said premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and public liability insurance, covering said building and appurtenances.

WASTE; ALTERATIONS 3. Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located. Lessee shall not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of Lessor first had and obtained, and any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to Lessor, including jury and spectators chairs in courtroom,

ABANDONMENT 4. Lessee shall not vacate or abandon the premises at any time during the term; and if Lessee shall abandon, vacate or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be mortgaged to Lessor.

REPAIRS * 5. Lessee shall, at his sole cost, keep and maintain said premises and appurtenances and every part thereof (including exterior walls whether bearing or not, plumbing, heating, sidewalks adjacent thereto and the interior of the premises, and the fixtures and appurtenances thereof) in good and sanitary order, condition and repair, and shall make repairs in the nature of replacements, when necessary, to keep the premises in good and sanitary order, condition and repair and agrees on the last day of said term, or sooner termination of this lease to surrender the premises in the same condition as they are now in, reasonable wear and tear excepted, and to repair any damage to the premises caused by the removal of Lessee's signs and property. * SEE RIDER

Micro Fiched

FREE FROM LIENS 6. Lessee shall keep the demised premises and the property in which the demised premises are situated, free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

COMPLIANCE WITH GOVERNMENTAL REGULATIONS 7. Lessee shall, at his sole cost and expense, comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises, shall be conclusive of that fact as between Lessor and Lessee.

INDEMNIFICATION of LESSOR 8. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares and merchandise, and all other personal property in, upon or about said premises and for injuries to persons in or about said premises, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares and merchandise and all other personal property of any person, arising from the use of the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair, as herein provided. except that lessee shall not be liable for damage or injury on premises occuring outside of lessee's office, including stairs and elevator.

ADVERTISEMENTS AND SIGNS 9. Lessee shall not conduct or permit to be conducted any sale by auction on said premises. Lessee shall not place or permit to be placed any projecting sign, marquee or awning on the front of the said premises without the written consent of Lessor; Lessee, upon request of Lessor, shall immediately remove any sign or decoration which Lessee has placed or permitted to be placed in, on, or about the front of the premises and which, in the opinion of Lessor, is objectionable or offensive, and if Lessee fails so to do, Lessor may enter upon said premises and remove the same. Lessor has reserved the exclusive right to the two exterior sidewalls, rear wall and roof of said premises, and Lessee shall not place or permit to be placed upon the said sidewalls, rear wall or roof, any sign, advertisement or notice without the written consent of Lessor.

UTILITIES * ~~10. Lessee shall pay for all water, gas, heat, light, power, telephone service and all other services supplied to the said premises~~ * SEE RIDER

ENTRY BY LESSOR 11. Lessee shall permit Lessor and his agents to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, or for the purpose of placing upon the property in which the said premises are located any usual or ordinary "for sale" signs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned; and shall permit Lessor and his agents, at any time within thirty days prior to the expiration of this lease, to place upon said premises any usual or ordinary "to let" or "to lease" signs and exhibit the premises to prospective tenants at reasonable hours.

DESTRUCTION OF PREMISES 12. In the event of a partial destruction of the said premises during the said term, from any cause, Lessor shall forthwith repair the same, provided such repairs can be made within sixty (60) days under the laws and regulations of State, Federal, County or Municipal authorities, but such partial destruction shall in no wise annul or void this lease, except that Lessee shall be entitled to a proportionate deduction of rent while such repairs are being made, such proportionate deduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessee in the said premises. If such repairs cannot be made in sixty (60) days, Lessor may, at his option, make same within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately rebated as aforesaid in this paragraph provided. In the event that Lessor does not so elect to make such repairs which cannot be made in sixty (60) days, or such repairs cannot be made under such laws and regulations, this lease may be terminated at the option of either party. In respect to any partial destruction which Lessor is obligated to repair or may elect to repair under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California are waived by Lessee. In the event that the building in which the demised premises may be situated be destroyed to the extent of not less than 33 1/3% of the replacement cost thereof, Lessor may elect to terminate this lease, whether the demised premises be injured or not. A total destruction of the building in which the said premises may be situated shall terminate this lease. In the event of any dispute between Lessor and Lessee relative to the provisions of this paragraph, they shall each select an arbitrator, the two arbitrators so selected shall select a third arbitrator and the three arbitrators so selected shall hear and determine the controversy and their decision thereon shall be final and binding upon both Lessor and Lessee, who shall bear the cost of such arbitration equally between them.

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ASSIGNMENT AND SUBLETTING 13. Lessee shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the written consent of Lessor first had and obtained, and a consent to one assignment, subletting, occupation or use by any other person, shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of Lessor, terminate this lease. This lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor.

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INSOLVENCY OR BANKRUPTCY 14. Either (a) the appointment of a receiver (except a receiver mentioned in paragraph 18 hereof) to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this lease by Lessee. Upon the happening of any such event this lease shall terminate ten (10) days after written notice of termination from Lessor to Lessee.

DEFAULT 15. In the event of any breach of this lease by Lessee, then Lessor besides other rights or remedies he may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to re-enter, as herein provided, or should he take possession pursuant to legal proceedings or pursuant to any notice pro-

vided for by law, he may either terminate this lease or he may from time to time, without terminating this lease, re-let said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in his sole discretion may deem advisable with the right to make alterations and repairs to said premises; upon each such re-letting (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such re-letting and of such alterations and repairs, incurred by Lessor, and the amount, if any, by which the rent reserved in this lease for the period of such re-letting (up to but not beyond the term of this lease) exceeds the amount agreed to be paid as rent for the demised premises for such period on such re-letting; or (b) at the option of Lessor rents received by such Lessor from such re-letting shall be applied: first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting and of such alterations and repair; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such re-letting under option (a), and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such re-letting under option (b) during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Lessor shall be construed as an election on his part to terminate this lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy he may have, he may recover from Lessee all damages he may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

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SURRENDER OF LEASE 16. The voluntary or other surrender of this lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to him of any or all such subleases or subtenancies.

ATTORNEY'S FEE 17. In case suit shall be brought for an unlawful detainer of the said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenant herein contained, on the part of Lessee to be kept or performed, Lessee shall pay to Lessor a reasonable attorney's fee which shall be fixed by the court.

RECEIVERSHIP 18. If a receiver be appointed at the instance of Lessor in any action against Lessee to take possession of said premises and/or to collect the rents or profits derived therefrom, if the premises be a rooming house, hotel or apartment house, the receiver may, if it be necessary or convenient in order to collect such rents and profits, conduct the business of Lessee then being carried on in said premises and may take possession of any personal property belonging to Lessee and used in the conduct of such business, and may use the same in conducting such business on the premises without compensation to Lessee for such use. Neither the application for the appointment of such receiver, nor the appointment of such a receiver, shall be construed as an election on Lessor's part to terminate this lease unless a written notice of such intention is given to Lessee.

NOTICES 19. All notices to be given to Lessee may be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to Lessee at the said premises, whether or not Lessee has departed from, abandoned or vacated the premises.

TRANSFER OF SECURITY 20. If any security be given by Lessee to secure the faithful performance of all or any of the covenants of this lease on the part of Lessee, Lessor may transfer and/or deliver the security, as such, to the purchaser of the reversion, in the event that the reversion be sold, and thereupon Lessor shall be discharged from any further liability in reference thereto.

WAIVER 21. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

HOLDING OVER 22. Any holding over after the expiration of the said term, with the consent of Lessor, shall be construed to be a tenancy from month to month, at a rental of amount equal to last installment of rent payable during term or renewal term. ($) PAYABLE a month, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

SUCCESSORS AND ASSIGNS 23. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

TIME 24. Time is of the essence of this lease.

MARGINAL CAPTIONS 25. The captions in the margins of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

Paragraphs 26 and 27 and other paragraphs contained in Rider were attached hereto and made a part hereof prior to its execution by all parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have executed these presents, the day and year first above written.

Micro Fiched

LESSOR

JOHN W. BRINLEY

LAURETTE F. BRINLEY

LESSEE

COUNTY OF YOLO, a political subdivision

BY: CHAIRMAN OF THE BOARD OF SUPERVISORS COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY DEPUTY

(SEAL)

R I D E R

DESCRIPTION. 26. The leased premises are described as follows: Those certain premises with the appurtenances situated in The City of Davis, State of California, and more particularly described as follows, to wit:

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That portion of the second floor of the Brinley Building, which building is located at the northeast corner of Second and E Streets, City of Davis, California, consisting of an interior net floor area of 1,938 square feet as set forth in certain plans entitled "New Davis Justice Court, Brinley Building, Davis, California", dated February 20th, 1967, prepared by Robert Crippen, A.I.A., which portion is located on the south side of the building and extends no more than 60' 4" west from the west wall of the south stairway along the Second Street dimension of the building and no more than 32' 2" north from the south wall parallel to the E Street dimension of the building, together with the non-exclusive right of use of all common corridors, hallways, stairways, elevator, restroom and other common areas of the premises.

REPAIRS. 27. Lessee shall maintain and repair any partitions, fixtures or appurtenances installed by it and the interior surface of the walls and ceiling of the leased premises excluding common areas, in good and sanitary order, condition and repair, normal wear and tear excepted.

Lessor shall maintain and repair the remainder of said premises and appurtenances and every part thereof in good and sanitary order, condition and repair, including restrooms, which shall be so maintained and provided with necessary consumable supplies, and including the elevators, stairs and garden.

UTILITIES. 28. Lessor shall pay for all water, gas, heat, light, power, sewer and air conditioning supplied to said premises.

TAX INCREASE. 29. Lessee shall in addition to all other sums agreed to be paid by him under this lease, pay to Lessors upon their demand an amount equal to its proportionate share of real estate taxes which shall during the term of this lease or any extension thereof be assessed against the demised premises in excess of the real estate tax assessed against the demised premises for the fiscal year ending June 30, 1967.

Micro Fiched

RENEWAL OPTION. 30. Lessor hereby grants Lessee a renewal option to renew this lease for an additional term of five years from and after the expiration of the original term upon the same terms and conditions as set forth in this lease including the rider, except that rent for the renewal term shall be as hereinafter set forth. The option must be exercised by lessee b delivery to Lessor of written notice of exercise of option not less than sixty (60) days prior to the expiration of the original term of this lease.

Rent for the five year renewal term shall be the rent for the original term adjusted upward or downward in the same percentage proportion that the Consumer Price Index for the San Francisco Area of the U. S. Department of Labor, Bureau of Labor Statistics for the last reporting period before commencement of the renewal term, shall have increased or decreased over the price index for the month of March, 1967.

JANITOR SERVICE.

31. Lessor shall at his own expense provide janitorial services to the leased premises consisting of the provision of all labor, equipment and consumable materials for the general care and cleaning of the offices, halls and windows.

This Rider is attached to and forms a part of the lease dated March 13th, 1967, by and between JOHN W. BRINLEY and LAURETTE F. BRINLEY and the COUNTY OF YOLO, a political subdivision.

Micro Fiched

JOHN W. BRINLEY

LAURETTE F. BRINLEY

COUNTY OF YOLO, a political subdivision of the State of California

BY

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY
(SEAL)

Micro Fiched

TENANT COPY
OWNER COPY
OFFICE COPY

LEASE

GENERAL LEASE FORM

TO

Dated.....

Commences.....

Expires.....

Location.....

Recorded at the Request of

.....

.....*A. D.*.....

at.....*minutes past*.....*M.*

in Vol.....*page*.....

Official Records

.....
RECORDER

By.....
DEPUTY RECORDER

MANNINA & ALEXANDER

3103 SAN JOSE-LOS GATOS ROAD
CAMPBELL, CALIFORNIA

Micro Fiched

Micro Fiched

AGREEMENT NO. 67-15

(Agreement to Purchase Easement)

Micro Fiched

THIS AGREEMENT, made on the 20th day of March, 1967, by and between the Board of Supervisors of the County of Yolo, State of California, and the State of California, acting by and through its Department of Public Works, pursuant to the provisions of § 25365 of the Government Code,

W I T N E S S E T H:

WHEREAS, the real property situated within the County of Yolo, State of California, hereinafter set forth in Exhibit "A", attached to and made a part hereof, has been deeded to the State of California for the non-payment of delinquent taxes; and

WHEREAS, the public interest and necessity require the acquisition of said real property by the State of California, for and on behalf of its Department of Public Works, Division of Highways for a freeway in connection with Road 03-Yol-880; and

WHEREAS, there exists upon said parcel of tax deeded land an easement for drainage; and

WHEREAS, it is the intention of the State Division of Highways to provide adequate drainage to the area so that it shall no longer be necessary for the County to own the said drainage easement;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the cost of giving notice of this agreement shall be paid by the State of California;

Micro Fiched

2. That there shall be quitclaimed to the State of California for and on behalf of its Department of Public Works, Division of Highways, the drainage easement over all of the property described in aforesaid Exhibit "A" for the sum or sums set out

after the description of the property and designated "Purchase Price".

Micro Fiched

3. That the State of California agrees to pay for said property the sum or sums set out in said Exhibit "A" when notified by the Director of Public Works of the County of Yolo that a deed for said property is ready for delivery.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto subscribed and their respective seals to be hereto affixed by their respective officers thereunto duly authorized.

BOARD OF SUPERVISORS OF THE COUNTY
OF YOLO, STATE OF CALIFORNIA

BY _____
CHAIRMAN

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY
(SEAL)

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

BY _____
District Engineer
Division of Highways

APPROVAL RECOMMENDED:

_____
District Right of Way Agent

Micro Fiched

This agreement was submitted to me before execution by the Board of Supervisors, and I have compared the same with the records of the County of Yolo relating to the real property described therein.

_____
Director of Public Works

EXHIBIT "A"

The real property referred to is described as:

Micro Fiched

All that real property lying and being situate in the County of Yolo, State of California, and referred to as Yolo County Assessor's Parcel 9-031-14, more particularly described as follows:

BEGINNING at a point that is situate South 04°10'20" East 616.12 feet and North 85°50'35" West 84.03 feet from the Southeast corner of Lot 41 of Meadowdale Subdivision as same appears of record on the map thereof filed in the office of the County Recorder of Yolo County, California, and extending thence from said point of beginning South 04°09'25" West 162.00 feet to the North line of the State of California Freeway property; thence along said Freeway property line North 85°50'35" West 350 feet more or less to a 6" x 6" concrete monument; thence continuing along said Freeway property line North 74°32' West 101.98 feet; thence leaving said Freeway property line North 04°09'25" East 15.30 feet; thence along a line parallel with said Freeway property line South 74°32' East 101.98 feet; thence continuing parallel with said Freeway property line and 15 feet distant therefrom South 85°50'35" East 335 feet more or less to a point that is situate North 85°50'35" West 15.00 feet from the first course of this description; thence along a line parallel with and 15 feet distant from the first course of this description North 04°09'25" East 147.00 feet; thence South 85°50'35" East 15.00 feet to the point of beginning.

Micro Fiched

PURCHASE PRICE: $100.00, plus costs.

To:

Auditor
County Counsel

Micro Fiched

BOARD OF SUPERVISORS
Yolo County, California

Date: October 9, 1967
Entry No. 10

File:
DRAINAGE DISTRICTS-Sacramento & San Joaquin.
ROADS-FREEWAYS-280.
ROADS-INTERSTATE-280.

MINUTE ORDER NO. 67-985: RESCINDED AGREEMENT NO. 67-15, WHICH PROVIDED FOR THE STATE TO PURCHASE COUNTY DRAINAGE EASEMENT FOR FREEWAY PURPOSES, ON ROAD 03-YOL-880, WHICH IS NO LONGER NEEDED, IN ACCORDANCE WITH A COPY OF A LETTER FILED WITH THE CLERK.

Upon motion of Supervisor Conner, seconded by Supervisor Duncan, and duly carried, the above Minute Order was so ordered by the following vote:

Ayes: Duncan, Edmonds, Espigares, Conner, Stephens.

Noes: None.

Absent: None.

Micro Fiched

FILED
JUN - 6 1967
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

03-Yol-880
Parcel 17479

AGREEMENT NO. 67- 16

AGREEMENT TO PURCHASE TAX DEEDED LAND

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THIS AGREEMENT, made on the 20th day of March, 1967, by and between the Board of Supervisors of the County of Yolo, State of California, and the State of California, acting by and through its Department of Public Works, pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

W I T N E S S E T H:

WHEREAS, the real property situated within the County of Yolo, State of California, hereinafter set forth in Exhibit "A", attached to and made a part hereof, has been deeded to the State of California for the non-payment of delinquent taxes; and

WHEREAS, the public interest and necessity require the acquisition of said real property by the State of California, for and on behalf of its Department of Public Works, Division of Highways for a freeway in connection with Road 03-Yol-880;

NOW, THEREFORE, it is mutually agreed as follows:

1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the State of California;

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2. That there shall be conveyed to the State of California for and on behalf of its Department of Public Works, Division of Highways all of the property described in aforesaid Exhibit "A" for the sum or sums set out after the description of the property and designated "Purchase Price", which shall not have been redeemed as provided in the Revenue and Taxation Code.

3. That the State of California agrees to pay for said property when sum or sums set out in said Exhibit "A" when notified

by the Tax Collector of the County of Yolo that a deed for said property is ready for delivery.

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4. That it is the intention of the State Division of Highways to provide adequate drainage to the area adjacent to the Easterly intersection of existing Interstate 80 highway and the proposed Interstate 880 Bypass highway, located approximately one mile West of Harbor Boulevard in West Sacramento, California, Yolo County.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto subscribed and their respective seals to be hereto affixed by their respective officers thereunto duly authorized.

BOARD OF SUPERVISORS OF THE COUNTY OF YOLO, STATE OF CALIFORNIA

BY _____
CHAIRMAN MAR 20 1967

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

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STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

BY _____
District Engineer
Division of Highways

APPROVAL RECOMMENDED:

_____
District Right of Way Agent

Pursuant to Sections 3775 and 3795 of the Revenue and Taxation Code, the State Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this 2nd day of June, 1967.

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HOUSTON FLOURNOY, STATE CONTROLLER

BY _____
Deputy Controller

This agreement was submitted to me before execution by the Board of Supervisors, and I have compared the same with the records of the County of Yolo relating to the real property described therein.

_____
County Tax Collector

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EXHIBIT "A"

The real property referred to is described as:

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All that real property lying and being situate in the County of Yolo, State of California, and referred to as Yolo County Assessor's Parcel 9-031-14, more particularly described as follows:

BEGINNING at a point that is situate South 04°10'20" East 616.12 feet and North 85°50'35" West 84.03 feet from the Southeast corner of Lot 41 of Meadowdale Subdivision as same appears of record on the map thereof filed in the office of the County Recorder of Yolo County, California, and extending thence from said point of beginning South 04°09'25" West 162.00 feet to the North line of the State of California Freeway property; thence along said Freeway property line North 85°50'35" West 350 feet more or less to a 6" x 6" concrete monument; thence continuing along said Freeway property line North 74°32' West 101.98 feet; thence leaving said Freeway property line North 04°09'25" East 15.30 feet; thence along a line parallel with said Freeway property line South 74°32' East 101.98 feet; thence continuing parallel with said Freeway property line and 15 feet distant therefrom South 85°50'35" East 335 feet more or less to a point that is situate North 85°50'35" West 15.00 feet from the first course of this description; thence along a line parallel with and 15 feet distant from the first course of this description North 04°09'25" East 147.00 feet; thence South 85°50'35" East 15.00 feet to the point of beginning.

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PURCHASE PRICE: $277.62, **plus costs.**

YOLO COUNTY
AGREEMENT
NO. 67-17

COUNTY INSPECTION SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of ~~March~~ April, 1967, by and between the County of YOLO, hereinafter referred to as the County, and the CALIFORNIA FRESH PEACH Advisory Board, hereinafter referred to as the Board, acting pursuant to the authority of the Director of Agriculture of the State of California;

WITNESSETH

WHEREAS, the Director of Agriculture of the State of California, has issued and made effective a Marketing Order entitled Marketing Order California Fresh Peach which Marketing Order became effective on April 25, 1950, and

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WHEREAS, pursuant to the provisions of said Marketing Order, the Board, with the approval of the Director of Agriculture, is authorized to arrange for the inspection, certification and enforcement services required pursuant to said Marketing Order and rules and regulations recommended by the Board and approved by the Director of Agriculture, and

WHEREAS, the Board desires to enter into an agreement with the County, wherein and whereby the County Agricultural Commissioner, his deputies, inspectors, and other assistants will provide inspection, certification, and enforcement services upon Peaches, hereinafter referred to as the commodity, in said County pursuant to the provisions of said Marketing Order and said rules and regulations made effective by the Director of Agriculture thereunder, and

WHEREAS, the County Agricultural Commissioner, his deputies, inspectors and other assistants are in a position, by reason of their location, experience, and the performance of other similar duties under the provisions of the Agricultural Code of the State of California, to provide the necessary inspection, certification, and enforcement services required by the said Board.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy
FILED
APR 21 1967

1. For the purposes of this Agreement the County, through its Board of Supervisors, expressly approves and accepts the appointment, and the Board, with the approval of the Director of Agriculture, hereby appoints and designates the County Agricultural Commissioner, his deputies, inspectors, and other assistants as official agents of the Board to perform the inspection, certification, and enforcement services agreed to be performed herein. It is mutually understood and agreed, however, that since the said Commissioner, his deputies, inspectors, and other assistants are regularly employed by the County and their services to the Board hereunder will be upon a part-time and seasonal basis only, compensation therefore will be made by the Board directly to the County in the amount or at the rates set forth in Paragraph 6 hereof.

2. It is mutually understood and agreed that the Board, with the approval of the Director, shall be responsible for the establishment of the official grade specifications and tolerances or other requirements together with the general procedures to be followed for inspection and certification and for enforcement activities agreed upon to be performed hereunder. The principal duties of the Commissioner, his deputies, inspectors, and other assistants assigned to the work agreed upon to be performed hereunder shall be those of providing an official inspection and certification service and including certain specified enforcement services. In the performance of their duties specified hereunder the Commissioner, his deputies, inspectors, and other assistants so assigned shall be official agents of the Board and exempt from personal liability in the performance of such duties as provided in Section 1300.21 of the Agricultural Code.

3. The Agricultural Commissioner, insofar as is reasonably possible, will perform such inspection, certification, and enforcement services agreed upon hereunder in accordance with the provisions of the said Marketing Order and rules and regulations made effective thereunder upon all lots of the commodity upon which inspection and certification is requested by producers, shippers, distributors, or other handlers in the said County or upon the request of an authorized representative of the Board or of the Bureau of Marketing, California State Department of Agriculture; and in addition the said Commissioner, his deputies, and inspectors will upon their own initiative perform inspection upon lots obviously appearing not in compliance with seasonal marketing regulations relating to quality, grade, size, maturity, condition or pack, or any rules and regulations relating thereto and made effective pursuant to said Marketing Order. In connection with such inspection and certification services the Commissioner, his deputies, inspectors and other assistants under authority of the said Director, will affix and remove hold-tags provided by the Bureau of Marketing upon any lots of the commodity which do not meet the said seasonal marketing regulations or other requirements relating thereto and will report to the Bureau of Marketing and to the Board any lots which fail to so comply.

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4. Insofar as is reasonably possible the Agricultural Commissioner, will provide an adequate number of inspectors to perform the duties required hereunder.

5. No Marketing Order inspection certificate shall be issued unless:

   A. Inspector has been issued a valid Standardization Certificate, and

   B. The lot to be covered by the inspection certificate has been assembled; or each container to be covered by the certificate has been completely prepared for market, and

   C. The lot has been inspected in accordance with procedures under either 1 or 2 below:

      1. The lot has been inspected pursuant to the requirements of Section 1367 of Title 3, California Agricultural Administrative Code (representative sample), or

      2. The inspector has observed the fruit during the packing operation including an observation of the bins, belt and packing operation; has examined the fruit within containers closely during the day and has also examined containers of fruit immediately prior to the writing of the certificate. The inspector must have observed enough of the operation at the packing sheds each day so that he is convinced the fruit meets the requirements of the grade, size, pack and maturity regulations applicable. A certificate issued pursuant to this method shall be designated "lot inspected".

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6. The Board agrees to pay the County for the additional expenses incurred by the County in performing the inspection, certification and enforcement services performed pursuant to this Agreement at the rate of not to exceed Six Hundred and ten dollars ($610.00) per month and ten cents ($.10) per mile for mileage allowance accumulated in the performance of this contractual agreement.

The Board will make such payments to the County through the Director of Agriculture, said payments to be based upon appropriate billings presented to the Board in triplicate by the Agricultural Commissioner following the last day of each calendar month.

7. The compensation set forth in paragraph 6 hereof is in part payment of necessary workmen's compensation premiums covering the services of the said Commissioner, his deputies, inspectors and other assistants while acting as official agents of the Board in performing the inspection, certification and enforcement activities agreed upon pursuant to the terms of this Agreement and County shall provide the necessary workmen's compensation insurance without further expense to the Board.

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8. This Agreement is not assignable by the County either in whole or in part.

9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto and that no oral understandings and agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing between the parties hereto, shall be binding upon any of the parties hereto.

10. The term of this Agreement shall be from May 1st., 1967, to and including October 31st., 1967; said Agreement, however, shall not be binding upon either party hereto unless and until the same has been approved by the Director of Agriculture; provided, however, that this Agreement may be terminated by either party hereto upon giving fifteen (15) days written notice to the other party.

FAIR EMPLOYMENT PRACTICES ADDENDUM TO STANDARD AGREEMENT

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

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(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

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IN WITNESS WHEREOF, this Agreement has been executed in quadruplicate by and on behalf of the parties hereto, the day and year first above written.

Approved as to Form

Dated March 28, 1967

County Counsel
of Yolo County

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

CALIFORNIA FRESH PEACH ADVISORY BOARD

By D. C. Johnston
Manager

APPROVED:
EARL COKE, DIRECTOR OF AGRICULTURE

ADMINISTRATIVE:

By H J Kuck 4/7/67
(Date)

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YOLO COUNTY
AGREEMENT NO. 67-18

XEROX

Xerox Copy/Duplicating Service Agreement

CUSTOMER COPY 2

Please provide Copy Service to us on the following basis:

Install the following equipment:

Catalog number	Quantity	Description
181	one	Xerox 720 Copier/Duplicator

(Additional equipment per attached addendum ☐)

FILED
APR - 3 1967
LAURENCE P. HENIGAN, Clerk
By Arte E. Lucas
Deputy

We agree to pay for the use of the equipment listed above in accordance with the terms and conditions specified in the current published price lists, copies of which are attached.

We understand that these charges include all machine maintenance, inspections, adjustments, parts (including drums, developer, and if applicable, webs) and repairs, as described on the back of this agreement.

We will forward the completed meter card to Xerox on the last working day of each month. Xerox will invoice us monthly for use of the equipment as specified in the attached price list(s), and we agree to pay this invoice upon receipt, without discount.

Transportation charges will be paid by Xerox to destination city. Local delivery charges and rigging expenses will be paid by us. The equipment remains the property of Xerox which may supply either new or reconditioned equipment at its sole option.

This agreement may be cancelled by either party at any time upon notice of Fifteen (15) days.

Chairman, Board of Supervisors
County of Yolo, State of Calif.
Title

AUDITOR-CONTROLLER	COUNTY CLERK'S OFFICE	
211 COURTHOUSE Bill to: Address	200 COURTHOUSE Installed at: Address	Xerox Salesman
WOODLAND, CALIFORNIA 95695	WOODLAND, CALIFORNIA 95695	Branch 3-31-67 Date

Customer P.O. Number

UA517 1-67

Printed in U.S.A.

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Xerox Copy/Duplicating Service Agreement

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Xerox agrees:

to train your personnel in the use of the equipment.

to keep the equipment in good working order, making required inspections, adjustments and repairs and replacing machine parts without charge to you.

to provide machine service during our regular service hours: 8:30 a.m. to 5:00 p.m., Monday through Friday (except holidays).

to assume all responsibility for loss or damage to the equipment installed on your premises, except for such loss or damage as may be caused by your willful act.

The customer agrees:

to provide suitable electric service for operation of the equipment.

to make available a Key Operator for training in the use of the equipment. Should this assignment change the customer agrees to inform Xerox immediately.

to make no alterations in any Xerox equipment.

to obtain the written authorization of Xerox prior to any movement of the equipment.

to submit to Xerox at the end of each month a meter card provided by Xerox.

to pay according to Xerox's established service policy for service requested outside of the regular service hours.

to pay for any repairs or replacements made necessary by his willful act.

XEROX CORPORATION | ROCHESTER, NEW YORK 14603

Xerox 720*
Equipment and Supplies
Price List

Effective March 1, 1967

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Equipment

Reorder Number	Description	Basic Monthly Use Charge	Meter Charge Unit Copy Charge Per Copy Based on Number of Consecutive Copies from Each Original
181	Xerox 720	$25.00	Mode 1 The first 3 copies are ... $.045 per copy Mode 2 The 4th through 10th copies are ... $.025 per copy Mode 3 The 11th and each successive copy is ... $.015 per copy

Minimum Monthly Charge—In any calendar month there will be a minimum monthly charge of $225.00 for each machine, which includes the $25.00 use charge.

Supplies and Accessories

Reorder Number	Description	Unit	Price
	Supplies		
8R25	Cleaning Absorbent (4 1-lb. rolls)	per ctn.	8.95
8R27	Film Remover (6 1-qt. cans)	per ctn.	19.95
6R152	914 Toner (8 packages per carton—total net weight, 2 lbs.) 1 - 2 cartons..($29.00 per lb.)..$58.00 per carton 3 - 4 cartons..($26.10 per lb.)..$52.20 per carton 5 - 7 cartons..($24.65 per lb.)..$49.30 per carton 8 - 12 cartons..($23.20 per lb.)..$46.40 per carton 13 cartons up..($21.75 per lb.)..$43.50 per carton Quantity prices based on one shipment delivered to one location.		

		1-11 env.	12 env. and up
95S84	Xerox Document Carrier and Screen (3 per envelope)	$2.50 ea.	$2.25 ea.

Prices Subject to Change Without Notice

Terms and Conditions

Rental Equipment

1. Execution of Xerox Copy Service Agreement is required prior to shipment of equipment except where blanket contracts are in effect.
2. Monthly minimum charges include: Installation, operator training, drums, developer and equipment service.
3. Transportation charges will be paid by Xerox Corporation to destination city.
4. All supplies shipped F.O.B. delivered, destination city.
5. Terms:
   A. Basic monthly use charges are invoiced in advance and are payable upon receipt of invoice, without discount.
   B. Metered unit copy charges are invoiced post monthly, and are payable upon receipt, without discount.
   C. Supplies—Net 30 days.
6. Electrical Requirements: 115 Volts A.C. single phase, sole use of 30 ampere circuit.

General Condition

No returns for credit can be made without prior written approval of Xerox Corporation.

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*Trademark

Xerox Corporation, Rochester, New York 14603

GO17 1-67

Printed in U.S.A.

YOLO COUNTY
AGREEMENT NO. 67-19

03-Yol-5 PM 22.6/28.9

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Buland Ridge

SUPPLEMENTAL FREEWAY AGREEMENT

This agreement made and entered into, in duplicate, this 3rd day of April, 1967, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "State", and the County of Yolo, hereinafter for convenience referred to as "County", witnesseth:

WHEREAS, the State and County have heretofore entered into a Freeway Agreement dated March 30, 1964, relating to that certain portion of State Highway Route 5 in the County of Yolo, between Route 505 and the Colusa County Line; and

WHEREAS, the plan of construction as shown on Exhibit "A" attached to said agreement has been altered in certain respects since the date of execution of said agreement; and

WHEREAS, a new plan map has been prepared showing the altered plan of construction;

NOW, THEREFORE, IT IS AGREED:

1. That the plan map attached hereto, marked Revised Exhibit "A", shall be substituted for Exhibit "A" attached to the Freeway Agreement dated March 30, 1964, and become a part of said agreement for all purposes;

2. That except for the substitution of the revised plan map, said Freeway Agreement dated March 30, 1964, shall remain in full force and effect, unmodified by any provision of this Agreement.

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IN WITNESS WHEREOF the parties hereto have set their hands and seals the day above first written.

APPROVED:

Deputy State Highway Engineer

APPROVED AS TO FORM

Attorney (State)

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

JOHN ERRECA
Director of Public Works

By
T. F. Bagshaw
Assistant Director

MAY 4 1967

THE COUNTY OF Yolo
a body politic

By
Chairman, Board of Supervisors

APPROVED TO FORM:
Date: April 4, 1967

By
County Counsel
Yolo County

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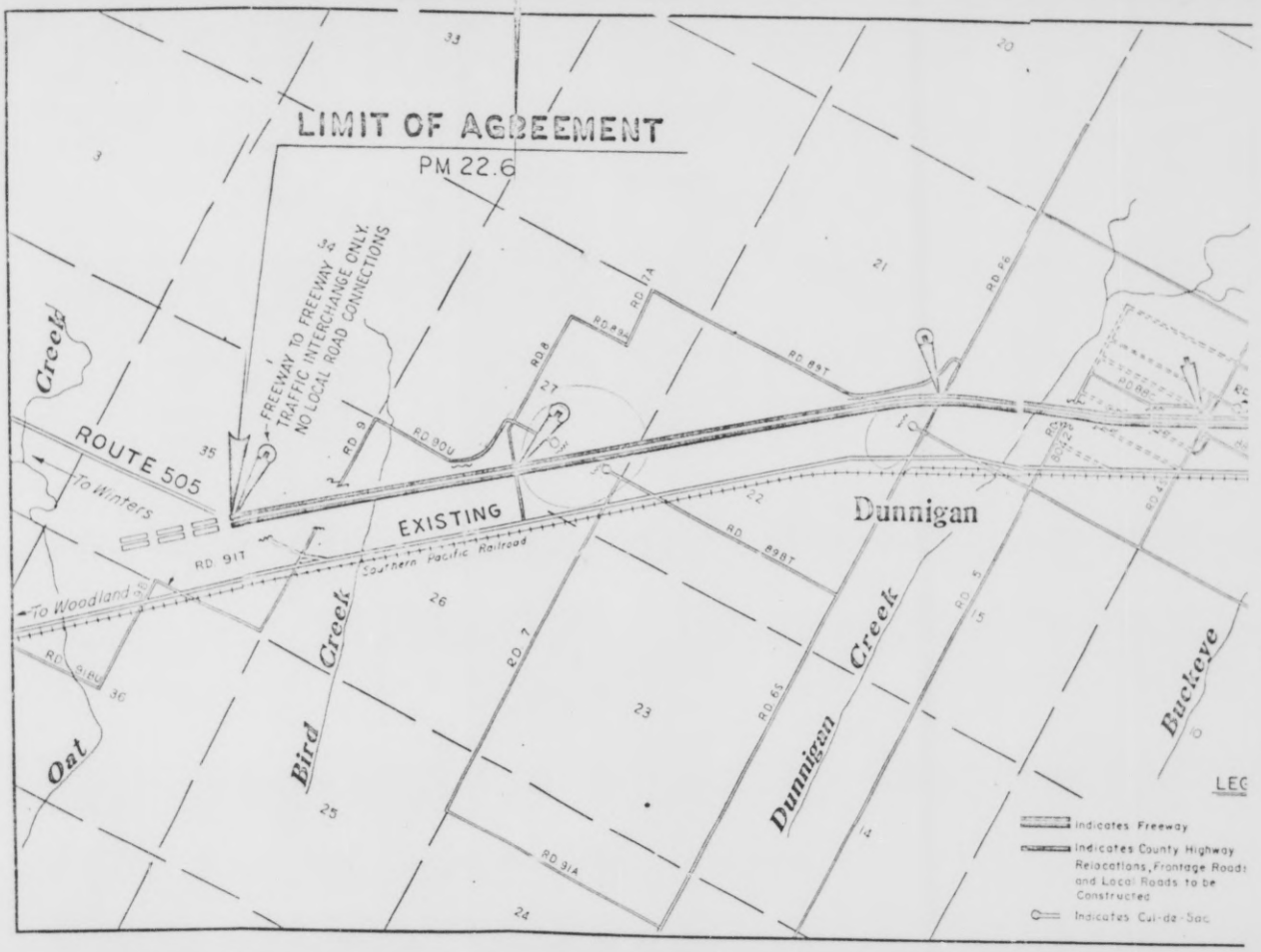

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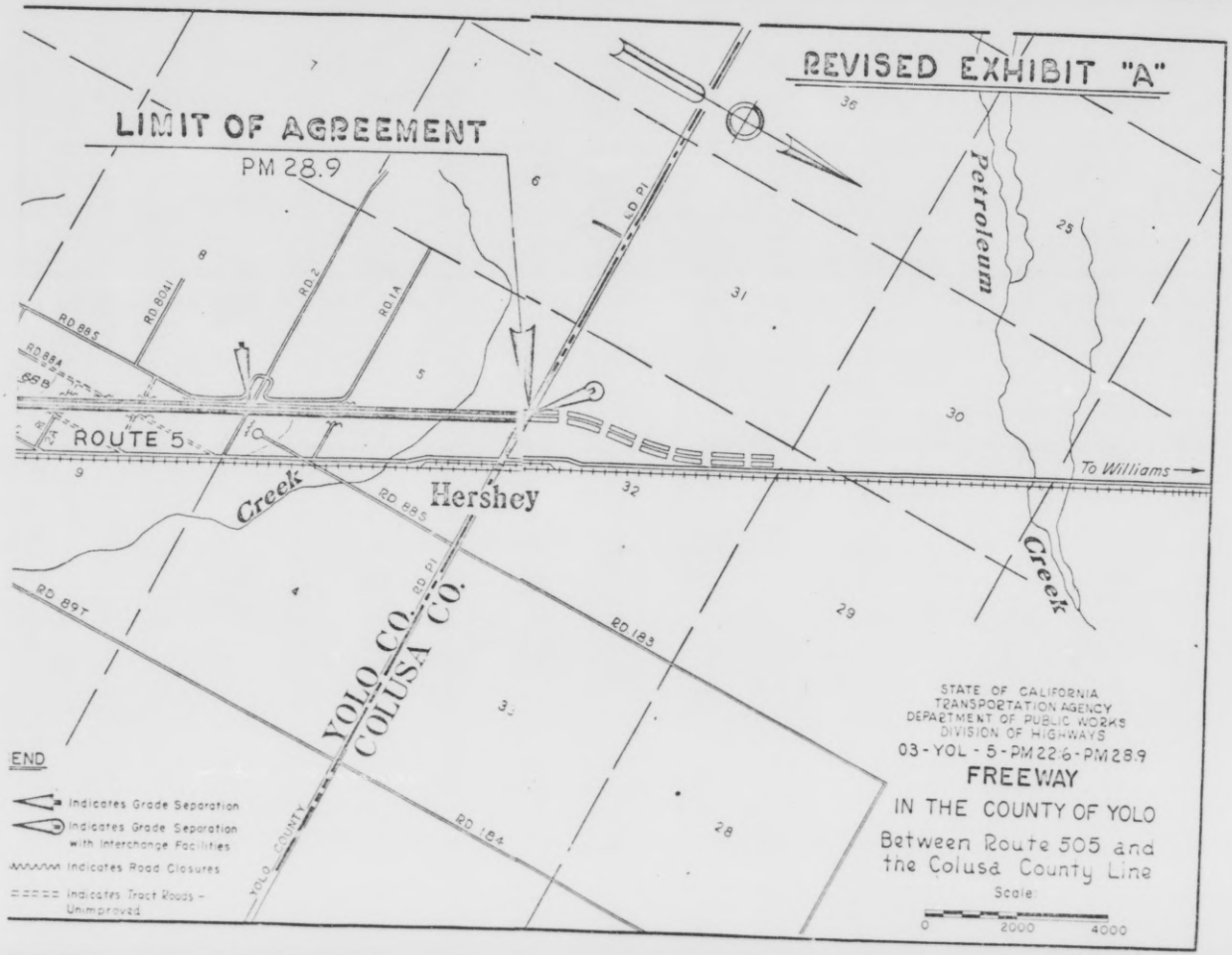

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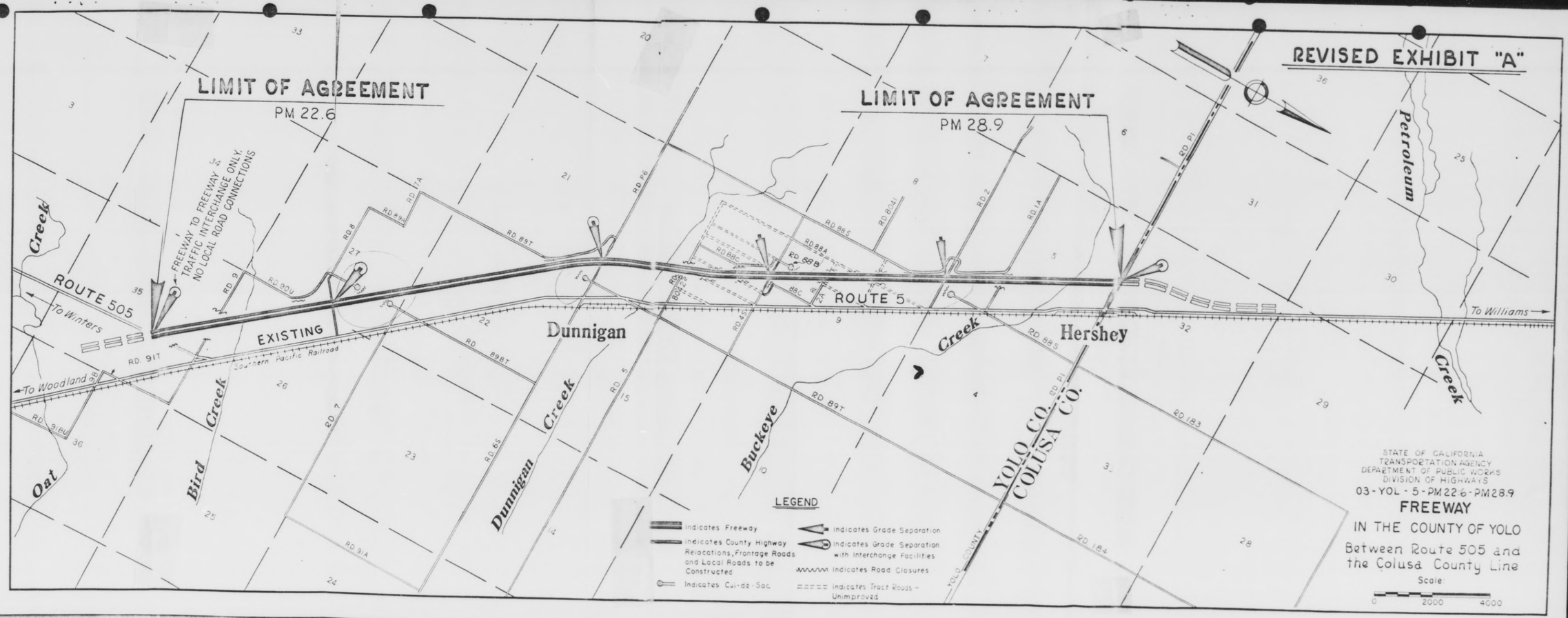
REVISED EXHIBIT "A"
LIMIT OF AGREEMENT
PM 22.6
LIMIT OF AGREEMENT
PM 28.9
FREEWAY TO FREEWAY & TRAFFIC INTERCHANGE ONLY. NO LOCAL ROAD CONNECTIONS
ROUTE 505
ROUTE 5
EXISTING
To Winters
To Woodland
To Williams
Southern Pacific Railroad
Dunnigan
Hershey
Creek
Bird Creek
Dunnigan Creek
Buckeye Creek
Oat Creek
Petroleum Creek
YOLO CO.
COLUSA CO.
YOLO COUNTY
RD 89T
RD 91T
RD 91BU
RD 89BT
RD 88S
RD 88A
RD 88B
RD 88AT
RD 88AU
RD 88AS
RD 89AT
RD 89AU
RD 89S
RD 89AS
RD 89U
RD 9
RD 8
RD 7
RD 6S
RD 5
RD 4
RD 3A
RD 2
RD 1A
RD P6
RD P1
RD 183
RD 184
LEGEND
Indicates Freeway
Indicates County Highway Relocations, Frontage Roads and Local Roads to be Constructed
Indicates Cul-de-Sac
Indicates Grade Separation
Indicates Grade Separation with Interchange Facilities
Indicates Road Closures
Indicates Tract Roads - Unimproved
STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
03-YOL-5-PM22.6-PM28.9
FREEWAY
IN THE COUNTY OF YOLO
Between Route 505 and the Colusa County Line
Scale
0
2000
4000

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA DOCUMENT SEPT. 1963 ED. B211

(12)

AGREEMENT NO. 67-20

Micro Fiched

THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ON A BASIS OF A

MULTIPLE OF DIRECT PERSONNEL EXPENSE

FILED

APR 10 1967

LAURENCE P. HERRIGAN, Clerk

By ..... Deputy

AIA DOC. B211 SEPT. 1963 ED.

THIS AGREEMENT

made this 10th day of April in the year Nineteen Hundred and Sixty-Seven

BY AND BETWEEN the County of Yolo, a political subdivision of the State of California

hereinafter called the Owner, and

Alvin Fingado and George T. Kern, a partnership, both of whom are certified Architects holding valid licenses under the provisions of Ch. 3, Div. 3, Business and Professions Code, State of California hereinafter called the Architect,

WITNESSETH,

that whereas the Owner intends to add a By-Pass Corridor and remodel Ancillary and other department in the existing Yolo General Hospital, including the Outpatient Department, Pharmacy, Laboratory, Radiology, Medical Records, Business, Emergency, Central Supply, Public Toilets and other areas

hereinafter called the Project,

NOW, THEREFORE,

the Owner and the Architect, for the considerations hereinafter set forth agree as follows:

ARTICLE 1. THE ARCHITECT AGREES TO PROVIDE PROFESSIONAL SERVICES FOR THE ABOVE PROJECT AS HEREINAFTER SET FORTH.

ARTICLE 2. THE OWNER AGREES TO PAY THE ARCHITECT AS COMPENSATION FOR HIS SERVICES:

2.1 A sum equal to (2.5) times the Direct Personnel Expense as defined in Article 6 hereinafter.
In computing Direct Personnel Expense principal's time shall be computed at $ 7.00 per hour, and employees' time shall be at their regular rates of pay plus normal benefits.

2.2 A sum equal to (1.15) times the expenses of consultants for structural, mechanical and electrical engineering, and other specialized work and equipment.

2.3 Reimbursable Expense as defined in Article 6 hereinafter to the amount expended.

2.4 A primary payment of ($ 0.00 payable upon the execution of the Agreement as defined in Article 7 hereinafter.

Micro Fiched

AIA DOC. B211 SEPT. 1963 ED.

© 1963 The American Institute of Architects
1735 New York Ave N.W., Washington, D. C.

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ARTICLE 3. SERVICES OF THE ARCHITECT

3.1 *Schematic Design Phase*

3.1.1 The Architect shall consult with the Owner and, if required, prepare analyses and planning surveys to ascertain the requirements of the Project, and shall confirm such requirements to the Owner.

3.1.2 He shall make measured drawings of existing work or buildings as required for the development of drawings.

3.1.3 He shall prepare schematic design studies leading to a recommended solution together with a general description of the Project for approval by the Owner.

3.1.4 He shall submit to the Owner a Statement of Probable Project Construction Cost based on current area, volume or other unit costs.

3.2 *Design Development Phase*

3.2.1 The Architect shall prepare from the approved Schematic Design Studies, the Design Development Documents consisting of plans, elevations and other drawings, and outline specifications, to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required.

3.2.2 He shall submit to the Owner a further Statement of the Probable Project Construction Cost.

3.3 *Construction Documents Phase*

3.3.1 The Architect shall prepare from the approved Design Development Documents, Working Drawings and Specifications setting forth in detail the work required for the architectural, structural, mechanical, electrical, service-connected equipment and site work, and the necessary bidding information, General Conditions of the Contract and Supplementary General Conditions of the Contract, and shall assist in the drafting of proposal and contract forms.

3.3.2 He shall keep the Owner informed of any adjustments to previous Statements of Probable Project Construction Cost indicated by changes in scope, requirements, or market conditions.

3.3.3 The Architect shall be responsible for filing the required documents to secure approval of governmental authorities having jurisdiction over the design of the Project.

3.4 *Construction Phase—General Administration of Construction Contracts*

3.4.1 The Architect shall assist the Owner in obtaining proposals from Contractors and in awarding and preparing construction contracts.

3.4.2 To the extent provided by the contract between the Owner and the Contractor, he shall make decisions on all claims of the Owner and Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. He shall check and approve samples, schedules, shop drawings and other submissions only for conformance with the design concept of the Project and for compliance with the information given by the Contract Documents, prepare change orders and assemble written guarantees required of the Contractors.

3.4.3 The Architect will make periodic visits to the site to familiarize himself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and he will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of his observations while at the site, he will keep the Owner informed of the progress of the work, will endeavor to guard the Owner against defects and deficiencies in the work of Contractors, and he may condemn work as failing to conform to the Contract Documents. Based on such observations and the Contractor's Applications for Payment, he will determine the amount owing to the Contractor and will issue Certificates for Payment in such amounts. These Certificates will constitute a representation to the Owner, based on such observations and the data comprising the Application for Payment, that the work has progressed to the point indicated. By issuing a Certificate for Payment, the Architect will also represent to the Owner that, to the best of his knowledge, information and belief based on what his observations have revealed, the quality of the work is in accordance with the Contract Documents. He will conduct inspections to determine the dates of substantial and final completion and issue a final Certificate for Payment.

3.4.4 If more extensive representation at the site is required, the conditions under which such representation shall be furnished and a Project Representative selected, employed and directed, shall be agreed to by the Owner and the Architect and set forth in an exhibit to this Agreement.

ARTICLE 4. THE OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information as to his requirements for the Project.

4.2 He shall designate, when necessary, representatives authorized to act in his behalf. He shall examine documents submitted by the Architect and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work. He shall observe the procedure of issuing orders to contractors only through the Architect.

4.3 He shall furnish, or direct the Architect to obtain at the Owner's expense, a certified survey of the site, giving, as required, grades and lines of streets, alleys, pavements, and adjoining property; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the building site; locations, dimensions, and complete data pertaining to existing buildings, other improvements and trees; full information as to available service and utility lines, both public and private; and test borings and pits necessary for determining subsoil conditions.

4.4 He shall pay for structural, chemical, mechanical, soil mechanics or other tests and reports if required.

4.5 He shall arrange and pay for such legal, auditing, and insurance counseling services as may be required for the Project.

4.6 If the Owner observes or otherwise becomes aware of any defect in the Project, he shall give prompt written notice thereof to the Architect.

ARTICLE 5. PROJECT CONSTRUCTION COST

5.1 Project Construction Cost as herein referred to means the total cost of all work designed or specified by the Architect, but does not include any payments made to the Architect or consultants.

5.2 When labor or material is furnished by the Owner, the project construction cost shall include such labor and material at current market cost.

5.3 If a fixed limit of Project Construction Cost is stated herein, or if otherwise authorized by the Owner, Estimates of the Project Construction Cost prepared in Semi-Detailed or Detailed form by an experienced estimator will be secured by the Architect during the Design Development or Construction Documents Phase.

5.4 If the Statement of Probable Project Construction Cost, or the Semi-Detailed or Detailed Cost Estimate, or the lowest bona fide proposal is in excess of any limit stated herein, the Owner shall give written approval of an increase in the limit, or he shall cooperate in revising the project scope or quality, or both, to reduce the cost as required.

5.5 Since the Architect has no control over the cost of labor and materials, or competitive bidding, he does not guarantee the accuracy of any Statements of Probable Project Construction Cost, or any Semi-Detailed or Detailed Cost Estimates.

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ARTICLE 6. DIRECT & REIMBURSABLE EXPENSE

6.1 Direct Personnel Expense includes that of principals and employees engaged on the Project including architects, engineers, designers, job captains, draftsmen, specification writers, typists and project representatives, in consultation, research, designing, producing drawings, specifications and other documents pertaining to the Project, and services during construction at the Project site.

6.2 Expense of consultants shall include expenses and fees for structural, mechanical and electrical engineering and for other specialized work and equipment.

6.3 Reimbursable Expense includes actual expenditures made by the Architect in the interest of the Project for the following incidental expenses:

6.3.1 Expense of transportation and living of principals and employees when traveling in connection with the Project; long distance calls and telegrams; reproduction of drawings and specifications, excluding duplicate sets at each phase for the Owner's review and approval; and fees paid for securing approval of authorities having jurisdiction over the Project.

6.3.2 If authorized in advance by the Owner, overtime work requiring higher than regular rates, Semi-Detailed or Detailed Estimates of Project Construction Cost, perspectives or models and other incidental expenditures.

ARTICLE 7. PAYMENTS TO THE ARCHITECT

7.1 The primary payment provided for above in Article 2.4 payable upon the execution of the Agreement, is the minimum payment under the Agreement, and shall be credited to the Owner's account at the time of final accounting.

7.2 Payments for Direct Personnel Expense, Consultants and Reimbursable Expense shall be made monthly upon presentation of Architect's detailed invoice.

7.3 No deduction shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

7.4 If the Project is abandoned or suspended for more than three months, the Architect is to be paid for the services performed on account of it prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expense.

ARTICLE 8. ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant, and Reimbursable Expense pertaining to this Project and records of accounts between the Owner and Contractor shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 9. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid for services performed to termination date, including reimbursements then due, plus terminal expense.

ARTICLE 10. OWNERSHIP OF DOCUMENTS

Drawings and specifications as instruments of service are the property of the Architect whether the Project for which they are made be executed or not. They are not to be used on other projects except by agreement in writing.

ARTICLE 11. SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 12. ARBITRATION

Arbitration of all questions in dispute under this Agreement shall be at the choice of either party and shall be in accordance with the provisions, then obtaining, of the Standard Form of Arbitration Procedure of The American Institute of Architects. This Agreement shall be specifically enforceable under the prevailing arbitration law and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. The decision of the arbitrators shall be a condition precedent to the right of any legal action.

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Approved as to Form
Dated August 8, 1967
County Counsel
of Yolo County

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

By [illegible], Chairman

Owner Yolo County, State of California.

Architect George Nolan
Partner

XXXXXXXX

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RAF - 11/18/66 - V - 924416/323-4

FILED

JUN - 6 1967

LAURENCE P. HENIGAN, Clerk

By Richard Rodgers

3-63-2M

C.S. 3441

Approved as to form by General Counsel, March 27, 1962.

YOLO COUNTY AGREEMENT NO. 67-21

PRIVATE ROADWAY AGREEMENT

This Agreement, made this 25th day of April, 1967,

by and between SOUTHERN PACIFIC COMPANY, a corporation,

hereinafter called "Railroad," and YOLO COUNTY STORM MAINTENANCE DISTRICT NO. 1,

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hereinafter called "Licensee."

Witnesseth:

In consideration of the receipt by Railroad of the sum of Twenty-five (25) Dollars paid by Licensee, Railroad hereby permits Licensee (subject to the provisions hereof) to construct, repair, maintain and use a private roadway across the tracks and upon property of Railroad at or near Madison, in the County of Yolo, State of California, in the location shown ~~on the attached print~~ of Railroad's Drawing No. M-3161, sheet No. 1, dated August 26, 1966.

1. The permission herein granted is subject to all licenses, leases, easements, encumbrances and claims of title affecting said property of Railroad.

It is understood and agreed that said roadway shall be a private one and not intended for public use.

2. Licensee, at Licensee's expense, shall construct and maintain said roadway in a good and safe condition acceptable to Railroad. Licensee shall keep said roadway and the flangeways of the tracks thereon free and clear of all rubbish, debris and any other materials. Roadway signs, whistle signs and stop signs shall be constructed and maintained at the expense of Licensee at such locations and in such form as may be designated by Railroad. Licensee shall not perform any work of construction or repair on said roadway (except emergency repairs) unless Railroad's Division Superintendent is given five (5) days' advance notice thereof and the approval of Railroad for such work is obtained in writing. Licensee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection with the construction and maintenance of said roadway and said signs.

3. All vehicles shall come to a complete stop before crossing the tracks at the above location, and shall not proceed across said tracks until it has been ascertained that it is safe to do so. Licensee shall not obstruct, or interfere with, the passage of Railroad's trains.

4. Licensee, at Licensee's expense, shall install and maintain in good repair such gates in the railroad right of way fences now in existence or constructed in the future as may be required by Railroad in connection with the construction and use of said roadway. Licensee shall keep said gates closed and securely fastened at all times, except when said roadway is actually being used. Licensee does hereby release, and agrees to indemnify and save harmless, Railroad from and against all cost, expense, loss, damage, liability, claims or causes of action, from any cause whatsoever, arising by reason of entry of livestock or other animals upon the property of Railroad through said gates.

5. Licensee shall pay for all materials joined or affixed to said property and for all labor performed upon said property, at Licensee's instance or request, and Licensee shall not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against the property of Railroad for any such work done or materials joined or affixed thereto.

6. In consideration of the exposure to hazard of the operations of Railroad by reason of the construction, maintenance and use of said roadway, Licensee does hereby release and agree to indemnify and save Railroad harmless from and against all liability, claims, costs and expenses for loss of or damage to the property of either party hereto or of third persons, and for injuries to or deaths of Licensee or the agents, employees or invitees of Licensee or third persons or the employees of Railroad caused by or arising out of the presence, maintenance, use or removal of said roadway, regardless of any negligence or alleged negligence on the part of any employee of Railroad.

The word "Railroad" as used in Sections 4 and 6 shall be construed to include, in addition to Railroad, the lessor, successors, assigns and affiliated companies of Railroad, and any other railroad company that may be lawfully operating upon and over the tracks crossing said roadway, and the officers and employees thereof.

Licensee, upon request, will provide Railroad with certified copies of insurance in form and amounts satisfactory to Railroad insuring the liability of Licensee under this agreement.

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7. In case Railroad shall successfully bring suit to compel performance of, or to recover for breach of, any covenant or condition hereunder, Licensee shall pay to Railroad reasonable attorney fees in addition to the amount of judgment and costs.

8. This agreement may be terminated by either party hereto by giving thirty (30) days' notice to that effect to the other party sent by United States Mail, postpaid, to the then last known address of such party. If Licensee makes default in respect to any covenant or condition on Licensee's part hereunder, Railroad may forthwith terminate this agreement by notice to Licensee addressed as above.

Upon termination of this agreement the permission herein granted shall cease and determine, and Licensee, at Licensee's expense, shall remove said roadway, leaving Railroad's property and track area in a neat, safe and clean condition, failing in which, Railroad may perform such work at the expense of Licensee.

9. This agreement shall not be assigned in whole or in part without the prior written consent of Railroad.

10. Licensee, at Licensee's expense, shall erect and maintain a suitable barricade or gates at said roadway, which barricade or gates shall be kept locked at all times except when said roadway is actually in use.

11. Licensee, at Licensee's expense, shall maintain the roadway area free and clear of brush and trees to provide an unobstructed view of the track in both directions from said roadway.

12. Licensee agrees to provide Railroad's maintenance crews with a key to the said barricade or gates.

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 3rd day of May in the year one thousand nine hundred and Sixty-Seven before me, James G. Hannah, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared [signature] known to me to be the person whose name subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

[signature]
Notary Public in and for the County of Sacramento State of California.
My Commission Expires 10/13/67

JAMES G. HANNAH, NOTARY PUBLIC SACRAMENTO COUNTY, CALIFORNIA

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first above written.

SOUTHERN PACIFIC COMPANY,

WITNESSED BY:

By [signature]
(Title) Asst. Superintendent

YOLO COUNTY STORM MAINTENANCE DISTRICT
(See Note) NO. 1 (Licensee)

By [signature]
(Title)
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Dated
County Counsel of Yolo County

NOTE: If an incorporated Company, agreement should be executed by an authorized officer thereof and his title indicated, otherwise signature should be witnessed by an employee of Railroad if practicable, if not, by a disinterested party.

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STATE OF CALIFORNIA }
County of YOLO } ss.

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On this 5th day of June in the year one thousand nine hundred and sixty seven
before me, Oscar L. Osness, a Notary Public in and for the
County of Alameda, State of California, residing therein,
duly commissioned and sworn, personally appeared J. L. Harrison,
Assistant Superintendent, Southern Pacific
Company,

OSCAR L. OSNESS
Notary Public
Alameda County
State of California

known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Alameda the day and year in this
certificate first above written.

Oscar L. Osness

Notary Public in and for the County of Alameda
State of California
My Commission Expires June 7, 1968

PE UTILITY LINE FORM NO. 60-008 —Acknowledgment—General.

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WESTERN DIVN.
DRAWING M-8161
SHEET NO. 1

To Elmira

60'

Sta. 380+25 ± Prop. 16' Private Xing

650' → Crossing Angle 85°

To ESPARTO

~LEGEND~
S.P.Co. R/W
PROPOSED XING

SOUTHERN PACIFIC COMPANY
PACIFIC LINES

MADISON

PROPOSED PRIVATE CROSSING

SCALE 1"=100' — 8" AUGUST 28, 1946

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FILED
APR 24 1967
LAURENCE P. HENIGAN, Clerk
By PETTE P. TUCKER
Deputy

AGREEMENT NO. 67- 22

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THIS AGREEMENT by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called YOLO, and MADISON SERVICE DISTRICT, a Community Services District, hereinafter referred to as MADISON,

W I T N E S S E T H:

YOLO hereby agrees to sell and MADISON hereby agrees to buy the parcel of real property hereinafter described upon the following terms and conditions:

1. The description of the property is all that real property situate in the County of Yolo, State of California, more particularly described as follows:

A portion of the West 1/2 of Section 27, T. 10 N., R. 1 W., M.D.B. & M., Yolo County, California, as same is depicted on that certain record of Survey Map filed for record in Book 9 of Maps and Surveys at Page 151, Yolo County Records and being more particularly described as follows:

BEGINNING at a 3/4" iron pipe monument marking the Southeast corner of the Southwest 1/4 of said Section 27 as said Quarter Corner appears of record on that certain record of survey map filed in Book 9 of Maps and Surveys at Page 134, Yolo County Records; thence from said point of beginning along the South line of said Section 27, West 802.58 feet; thence N. 10° 15' 00" E., 402.42 feet; thence parallel with the South line of State Highway No. 16, S. 79°51'00" E., 740.55 feet to the East line of the property of the County of Yolo; thence along said property line S. 00° 26' 00" E., 265.50 feet to the point of beginning and including 5.867 acres of land.

TOGETHER WITH an easement for access and for constructing and maintaining an underground pipe line over a strip of land 20 feet wide and 700 feet long described as follows:

BEGINNING at the Northwest corner of the hereinabove described parcel and extending thence N. 10° 15' 00" E., 700.00 feet to the South line of said State Highway; thence along said South line, S. 79° 51' 00" E., 20.00 feet; thence S. 10° 15' 00" W., 700.00 feet; thence N. 79° 51' 00" W., 20.00 feet to the point of beginning and including 0.321 acres of land.

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2. The sale price is $6,000.00.

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3. Title shall be conveyed free and clear from all liens or encumbrances except covenants and conditions and restrictions of record, and evidence of title shall be in the form of a California Land Title Association Standard Coverage Form Policy of Title Insurance issued by TRANSAMERICA TITLE INSURANCE CO.

4. MADISON shall bear the cost of title insurance, preparation and execution of instruments, advertising and any revenue stamps or recordation fees and other expenses in connection with the transaction.

5. This agreement is subject to the existing agricultural lease on said real property. MADISON shall have the right of possession upon the close of escrow or on May 1, 1967, whichever date shall occur last.

6. MADISON shall have six (6) months from the date hereof within which to perform the terms of this agreement; provided, however, MADISON shall be entitled to an additional six (6) months within which to perform upon filing written request therefor with the Clerk of the Board within the six (6) months of the date hereof. If MADISON shall not have performed all of the covenants and conditions on its part to be performed within the term herein provided, or any extension thereof, then this agreement shall be null and void and terminated.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers on this 24th day of April, 1967.

COUNTY OF YOLO, a political subdivision of the State of California

BY /s/ J. Dudley Stephens
J. DUDLEY STEPHENS
CHAIRMAN OF THE BOARD OF SUPERVISORS

MADISON SERVICE DISTRICT

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BY s/s Clifford Schwarz

FILED

MAY 19 1967

LAURENCE P. [illegible], Clerk

By [signature] Deputy

AGREEMENT NO. 67-23

(Ambulance Service Agreement)

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THIS AGREEMENT made and entered into this 1st day of May, 1967, between the DAVIS AMBULANCE SERVICE, SACRAMENTO AMBULANCE SERVICE and SUPERIOR AMBULANCE SERVICE, hereinafter referred to as "AMBULANCE SERVICES", and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY",

W I T N E S S E T H:

WHEREAS, COUNTY desires to assure speedy and competent ambulance service of Yolo County indigent patients; and

WHEREAS, AMBULANCE SERVICES desire to be assured of payment for their services in transporting Yolo County indigent patients.

NOW, THEREFORE, in consideration of the promises of the parties hereto, it is mutually agreed as follows:

1. COUNTY will pay AMBULANCE SERVICES for all services performed on their part pursuant to this agreement when requested and authorized by one of the following:

a. A member of the Yolo County Board of Supervisors.

b. A member of the California Highway Patrol.

c. The Administrator or Medical Director of Yolo General Hospital and County Physicians who are either full or part time employees of the County of Yolo.

d. Any paid Law Enforcement Officer within the County of Yolo.

e. In all cases of emergency where prior authorization cannot be obtained from those persons

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listed in (a), (b), (c), and (d) above, if the services rendered are subsequently ratified by one of said persons.

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2. The amount of payment for services rendered by AMBULANCE SERVICES in transporting Yolo County indigent patients to the Yolo General Hospital shall be as follows:

(a) From East Yolo and vicinity	$ 39.00
(b) From Davis and vicinity	32.00
(c) From Winters and vicinity	42.00
(d) From Monticello Dam and vicinity	50.00
(e) From within Woodland City limits	20.00
(f) From radius of three (3) miles outside of Woodland City limits	23.00
(g) From Yolo and vicinity	26.00
(h) From Knights Landing and vicinity	31.00
(i) From Capay and vicinity	35.00
(j) From Clarksburg and vicinity	55.00
(k) From Dunnigan and vicinity	38.00
(l) From Esparto and vicinity	33.00
(m) From Madison and vicinity	30.00
(n) From Zamora and vicinity	31.00
(o) Extra patient, any trip	5.00

3. The amount of payment for services rendered by AMBULANCE SERVICES in transporting Yolo County indigent patients from the Yolo General Hospital to the following places or in transporting Yolo County indigent patients from the following places to the Yolo General Hospital shall be as follows:

(a) To or from San Francisco	$ 80.00
(b) To or from Oakland	75.00
(c) To or from Weimar	61.00
(d) To or from DeWitt	55.00
(e) To or from Livermore	100.00

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(f) To or from Palo Alto $100.00

(g) To or from Sacramento 40.00

(h) Extra Patient, one-half (1/2) fare

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4. For emergency long distance trips and for transporting indigents to other than the above places the rate shall be $1.00 per mile one way.

5. The amount of payment for services rendered by AMBULANCE SERVICES in transporting Yolo County indigent patients from the Broderick, Bryte, and West Sacramento areas to the Sacramento County Hospital shall be $25.00. In addition, an amount of $5.00 shall be paid for each extra patient transported on any trip from these areas to the Sacramento County Hospital.

6. The amount of payment for services rendered by AMBULANCE SERVICES in transporting Yolo County indigent patients from the Clarksburg area to the Sacramento County Hospital shall be $40.00. In addition, an amount of $5.00 shall be paid for each extra patient transported on any trip from the Clarksburg area to the Sacramento County Hospital.

7. In addition to payment for services rendered in transporting Yolo County indigent patients, COUNTY agrees to pay for oxygen used for "Oxygen Therapy" as follows:

(a) Oxygen, minimum charge $ 3.00

(b) Actual cost of oxygen used per tank 10.00

8. AMBULANCE SERVICES agree to furnish transportation of Yolo County indigent patients to the Yolo General Hospital at the request of one of the persons as set forth in Paragraph 1 of this Agreement with all possible dispatch, and if their services are not needed upon arrival, COUNTY agrees to compensate AMBULANCE SERVICES at the rate of $20.00 plus $1.00 per mile one way from AMBULANCE SERVICES normal place of business to point of pickup, or the rate set forth in paragraph 2, whichever is less.

9. In the absence of a specific request by an injured

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person or a person acting for such person, the law enforcement officer at the scene shall send persons needing emergency care or treatment to Yolo General Hospital. However, when shortness of travel time is a factor in the preservation of life, in the East Yolo Area, the person shall be sent to the Sacramento County Hospital. Persons electing any other hospital or facility are responsible for their own emergency care and transportation costs.

10. When a patient is returned from either Yolo General Hospital or Sacramento County Hospital to the point of origin without being admitted to the hospital one-half (1/2) the normal rate will be paid if the patient is on the gurney.

11. COUNTY further agrees to pay AMBULANCE SERVICES "Standby Time" at the rate of $5.00 per fifteen (15) minutes, or portion thereof, commencing after the first thirty (30) minutes of arrival. For the purpose of this paragraph standby time will not be recognized after the patient has been removed from the ambulance gurney.

12. DAVIS AMBULANCE SERVICE shall provide ambulance service to the area of the County bounded on the north by County Road 27 including said County Road; on the east by the west end of the Yolo Causeway and on the south and west by the County Boundary. SACRAMENTO AMBULANCE SERVICE shall provide ambulance service for the southeast section of the county bounded on the north by Kiesel Crossing, State Highway 16, on the west by the west end of the Yolo Causeway and on the east and south by the County Boundary. SUPERIOR AMBULANCE SERVICE shall provide ambulance service to the balance of the County.

13. All AMBULANCE SERVICES herein, hereby agree that the AMBULANCE SERVICE transporting a Yolo County indigent patient to the Yolo General Hospital shall be the AMBULANCE SERVICE to transport said patient to a distant point in the event that said patient is subsequently transferred from the Yolo General Hospital, as a

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Yolo County indigent patient, to a distant point.

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14. All AMBULANCE SERVICES herein, hereby agree that in the event that a Yolo County indigent patient is transported from said patient's home to a distant point, that the AMBULANCE SERVICE in the area in which said patient's home is located shall be the AMBULANCE SERVICE to transport said Yolo County indigent patient to the distant point.

15. All AMBULANCE SERVICES herein, hereby agree that in the event that a Yolo County indigent patient is transported to the Yolo General Hospital without the services of any of the herein AMBULANCE SERVICES, and in the event that said patient is subsequently transferred from the Yolo General Hospital, as a Yolo County indigent patient, to a distant point, that such transfer shall be rotated among the AMBULANCE SERVICES to transport said Yolo County indigent patient to the distant point.

16. It is hereby mutually agreed by and between the parties hereto, that the AMBULANCE SERVICES, and each of them, to the within Agreement are "independent contractors" and are not agents or employees of COUNTY.

17. It is further agreed that the effective date of this agreement shall be May 1, 1967.

18. It is further agreed by the parties to the within Agreement, that this Agreement may be cancelled and terminated by any of the parties hereby by a thirty (30) day written notice of intention to cancel and terminate said Agreement.

19. This Agreement supersedes and replaces all previous agreements relating to the provisions herein contained.

IN WITNESS WHEREOF, we have hereunto set our hand the day and year first above written.

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COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

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DAVIS AMBULANCE SERVICE

BY Stanley W. Smith

SACRAMENTO AMBULANCE SERVICE

BY J. B. Powell

SUPERIOR AMBULANCE SERVICE

BY Mustard L. Weaver

Micro Fiched

COPIES
☐ DIVISION
☐ APPLICANT
☐ BILLING OFFICE

Ballard Rodgers

YOLO COUNTY
AGREEMENT NO. 67-24

REFERENCE

AGREEMENT FOR STREET AND HIGHWAY LIGHTING SUPPLIED FROM OVERHEAD LINES OF PACIFIC GAS AND ELECTRIC COMPANY.

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THIS AGREEMENT made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Pacific, and COUNTY OF YOLO a political subdivision of the State of California, hereinafter called Customer,

WITNESSETH:

That the parties hereto do hereby mutually agree as follows, to wit:

1. Pacific will, during the term hereof, furnish, install, and/or operate and maintain, the following specified lamps on its poles, together with the necessary wires and other appliances, for lighting the streets and highways of Customer, and furnish electricity from its overhead lines for lighting said lamps, all in accordance with applicable rates, rules and regulations relating to the furnishing by Pacific of electric service duly established from time to time by Pacific and on file with the Public Utilities Commsision of the State of California, herein called Commission.

2. Customer agrees that the lamps initially installed for lighting and to be installed for lighting hereunder, shall not be less than indicated below, and that the operating schedule(s) for such lamps and the initially applicable rate schedule, copy of which rate schedule is attached, shall be as below designated:

Number of Lamps	Rating of Lamps in Lumens	Type of Lamps	Rate Schedule	Operating Schedule
8	7500	M.V.	LS-1	A
3	21000	M.V.	LS-1	A

Yolo County Hospital Complex, Woodland, California

Such of said lamps as are to be newly installed hereunder, if any, shall be installed at such respective locations upon said streets and highways as shall be designated by Customer and approved by Pacific.

3. Customer shall pay Pacific monthly for services furnished hereunder at any established office of Pacific.

Filed monthly rate

4. Pacific will, in accordance with the applicable rate schedules, rules, and regulations from time to time established by Pacific, also furnish, install, operate and maintain, at locations approved by Pacific, and furnish electricity for lighting such additional lamps or such lamps to be substituted for, and of greater capacity than, those initially or subsequently lighted hereunder, as Customer shall from time to time in writing request and Pacific shall then approve.

5. All lamps, wires, appliances and fixtures now or hereafter installed by Pacific for use in connection with service to be provided hereunder shall at all times be and remain the property of Pacific.

6. Pacific shall have the right exercisable within a reasonable time after the expiration or other termination hereof to remove all such lamps, globes, wires and other appliances and fixtures from said streets and highways.

7. This contract shall be effective as of the date hereof and shall remain in force for the initial term of five (5) years from and after Date of Installation, and shall thereafter extend automatically for successive terms of one (1) year each, provided, however, that either party hereto shall have the right to terminate this contract at the expiration either of the initial term hereof or any subsequent contractual year by giving the other written notice to that effect at least sixty (60) days prior to such termination date.

8. This contract shall at all times be subject to such changes or modifications by Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this 1st day of May, 19 67, by their respective officers thereunto duly authorized.

PACIFIC GAS AND ELECTRIC COMPANY

By [signature] for Manager, Sacramento Division

County of Yolo
Customer

By [signature]
Its CHAIRMAN

ATTEST: [signature] Clerk
DEPUTY

Approved as to Form
LAURENCE P. HENIGAN
May 11 1967
County Counsel of Yolo County

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624516 (11-62) 50 PADS

62-6204 NO. 81

Pacific Gas and Electric Company
San Francisco, California

Revised Cal. P.U.C. Sheet No. 4186-E
Canceling Revised Cal. P.U.C. Sheet No. 3666-E

Schedule No. LS-1

STREET AND HIGHWAY LIGHTING

Micro Fiched

APPLICABILITY

This schedule is applicable to service to street, highway and other public outdoor lighting installations, using incandescent filament or mercury vapor lamps with bracket or mast arm construction, and supplied generally from overhead wood pole or partial underground steel pole distribution lines, where the Company owns and maintains the entire equipment. Class A rates are applicable to installations made at the Company's expense. Class B rates are applicable to installations where the customer has elected to reimburse the Company its estimated installed cost of the luminaire, bracket and associated control facilities.

TERRITORY

The entire territory served.

RATES

Class	Rate per Lamp per Month A		B
Burning Schedule	All-Night	Midnight	All-Night
Nominal Lamp Rating			
Incandescent Lamps			
600 lumens or less	$ 1.70*	$ 1.50*	—
1,000 lumens	1.90*	1.65*	—
2,500 lumens	2.95	2.55*	$ 2.30
4,000 lumens	3.55	3.00*	2.90
6,000 lumens	4.25	3.55*	3.60
10,000 lumens	6.80	4.75*	5.15
15,000 lumens	7.50*	6.00*	—
Mercury Vapor Lamps			
Watts / Initial Lumens			
175 / 7,500 (8 LIGHTS)	2.55	3.05*	2.85
250 / 11,000	4.45	3.75*	3.70
400 / 15,000	5.80*	4.75*	—
400 / 21,000 (3 LIGHTS)	5.80	4.75*	5.00
700 / 37,000	9.95	8.25*	8.50
1,000 / 57,000	12.45	10.25*	10.65

*Service under rates marked with an asterisk and service covered by Special Condition 3, except service for extended all night burning schdules as provided under Special Condition 3, are limited to street lights in service under such rates as of May 15, 1966.

SPECIAL CONDITIONS

1. Type of Service: The Company reserves the right to supply either "multiple" or "series" service.

2. Annual Burning Schedule: The above rates apply to lamps which will be turned on and off once each night in accordance with a regular burning schedule agreeable to the customer but not exceeding 4,100 hours per year for all-night service and 2,050 hours per year for midnight service.

3. Operating Schedules Other Than All-Night and Midnight: Rates for regular operating schedules other than full all-night but not midnight will be the midnight rates plus or minus, respectively, for each half hour per night more or less than midnight service, one-eleventh of the difference between the midnight and the all-night rate, computed to the nearest whole cent. This adjustment will apply only to lamps on regular operating schedules which do not exceed 4500 hours per year.

(continued)

Micro Fiched

FILED

MAY - 8 1967

LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 67-25

LEASE

Micro Fiched

THIS LEASE made and entered into this 7th day of May, 1967, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called LESSOR, and CLARENCE DANIELSON, hereinafter referred to as LESSEE,

W I T N E S S E T H:

1. DESCRIPTION. LESSOR hereby leases to LESSEE and LESSEE hereby hires on the terms and conditions hereinafter set forth that certain parcel of real property situated in the County of Yolo known as the "County Farm" and more particularly described as follows:

PARCEL 1 Beginning at a point located westerly 523.6' and southerly 7.5' from a concrete monument marking the center of section 30, T. 10 N. R. 2 E., said point being the southwest corner of the Yolo County Juvenile Hall property, and running thence from said point of beginning, westerly along an existing fence line 450' more or less, thence northerly 120' more or less, thence westerly 60' more or less to an existing fence line, thence northerly along said fence line 40', thence westerly along an existing fence line 300' more or less to a point in the east line of the west half of the west half of said section 30, thence northerly along an existing fence line 1150' more or less to the northwest corner of the southeast quarter of the northwest quarter of said section 30, thence easterly along an existing fence line 1335' more or less to the northeast corner of the southeast quarter of the northwest quarter of section 30, thence southerly along an existing fence line 570' more or less, thence westerly along an existing fence line 330', thence southerly along an existing fence line 330' more or less, thence easterly 29', thence southerly along an existing fence line 120', thence westerly along an existing fence line 246', thence southerly along an existing fence line 275' more or less to the point of beginning, containing 32.097 acres more or less.

PARCEL 2 Beginning at a point located westerly 306.5' and southerly 29.5' from a concrete monument marking the center of section 30, township 10 N, range 2 E, and running thence southerly along an existing fence line 116' more or less, thence easterly along an existing fence line 285' more or less to the west right of way line of Cottonwood Street, thence southerly along said right of way line 355' more or less to a point in the north line of the westerly extension of Buckeye Street, thence westerly along said north line

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300 feet more or less, thence southerly 341' to a point in the south line of the Yolo County Agricultural Building property, thence westerly along said south line, and along an existing fence line 1005' more or less to a point in the east line of the west half of the west half of section 30, thence northerly along an existing fence line 815' more or less, thence easterly along an existing fence line 1020 feet more or less to the point of beginning, containing 21.327 acres more or less.

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2. TERM.

a. Duration. The term of this lease shall be five years.

b. Commencement. The term shall commence on May 7th, 1967.

3. RENT.

a. Amount. The annual rental is a sum which constitutes the following percentages of the gross receipts of the following annual crops:

1.	Tomatoes	15%
2.	Sugar Beets	20%
3.	Hay	25%
4.	Barley	35%
5.	Corn	25% if a single crop is planted within a calendar year; 20% if another crop is planted within a calendar year.

b. Payment. Rent shall be payable upon the receipt by LESSEE of the proceeds from the sale of the annual crop and in any event no later than the anniversary of the commencement of the term of this lease.

4. DISCLAIMER OF WARRANTY. LESSOR makes no warranty of the soil's suitability for growing the crops LESSEE is authorized to grow under this lease.

5. ENTRY BY OWNER. LESSEE shall permit LESSOR, and LESSOR'S agents and assigns, at all reasonable times, to enter the leased premises, and to use the roads established on the premises now or in the future, for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, posting

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notices, to survey the land, and all other lawful purposes.

6. RECORDS. LESSEE shall make and keep pertinent records of all operations and conduct under this lease and shall make them available to LESSOR and LESSOR'S agents and assigns at all reasonable times for inspection.

7. WATER. Water necessary for the irrigation of crops authorized to be grown by this lease on the premises shall be available to LESSEE during the term of the lease from wells, pumps and irrigation system presently existing on the premises. LESSOR shall keep said pump, well and irrigation system in repair during the term of this lease, provided however, that LESSEE shall be liable to LESSOR for any injury or damage to the well, pump and irrigation system resulting from the negligence of the LESSEE, his employees, agents or assigns. All power charges, including electrical energy and standby charges for the operation of the pumps, shall be at LESSEE'S expense.

Water from the source mentioned above shall be used only on the premises and in the performance of LESSEE's obligation under the lease. LESSEE shall not export this water to other lands before previously obtaining LESSOR'S written consent. LESSOR assumes no responsibility to LESSEE for any water shortage from the facility mentioned above and assumes no responsibility for, and does not warrant, the quality or quantity of the water supplied to the premises.

8. USE. The premises are leased to LESSEE for the planting, growing and harvesting of the following crops:

Tomatoes, sugar beets, hay, barley, corn

LESSEE shall not use or permit to be used any part of the premises for any purpose other than the purposes for which the premises are leased except upon written consent of LESSOR. LESSEE agrees to farm said land in a farmerlike manner and to make diligent effort to prevent the spread of all noxious weeds and rodents and other

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verterbrate pests on the leased premises during the term of the lease and to take reasonable measures to protect the premises from infestations of insects, spiders, mites, snails and other such pests. LESSEE agrees to make diligent effort to prevent infestations of organisms that may produce disease in plants or animals and that may come onto or develop on the premises during the term of this lease and that might damage crops grown on the premises after the term. On default of the LESSEE to do so, LESSOR reserves the right, after having given ten (10) days notice to take necessary remedial measures at LESSEE'S expense for which LESSEE agrees to reimburse LESSOR on demand.

9. WASTE. LESSEE shall not commit or permit others to commit on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of LESSOR or any other tenant of LESSOR on reserved or adjacent property.

10. EXCULPATORY CLAUSE. LESSEE agrees to keep LESSOR free from all liability and claim for damages arising from any injury from any cause to any person, including LESSEE, or to property of any kind belonging to anyone including LESSEE while in, upon or in any way connected with the leased premises, during the term or any extension of this lease or any occupancy under this lease.

11. SUBLEASE. LESSEE shall not sublease any portion of said property without the consent of LESSOR.

12. RETAKING. LESSOR shall have the right to come in and take such portion of the leased premises as may be required by it for buildings and improvements provided, however, LESSEE shall be compensated for any loss suffered thereby in an amount as determined by the Agricultural Commissioner of LESSOR and two disinterested farmers jointly appointed by LESSOR and LESSEE.

13. ENTRANCE WAYS. LESSEE may, subject to the approval of the County Engineer, make such entrance ways to said real property as LESSEE may deem necessary and convenient to its farming operation.

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14. ADVANCES BY LESSOR. In the event of LESSEE'S breach of any covenant of this lease, LESSOR may, at any time, without notice, cure such breach for the account, and at the expense of LESSEE. If LESSEE at any time, by reason of such breach, is compelled to pay or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, the sum or sums so paid by LESSOR with all interest, costs and damages shall be deemed to be additional rent under this lease and shall be due from LESSEE to LESSOR on the first day of the month following the incurring of such expenses.

15. CONDITIONAL LIMITATIONS. Each term and each provision of this lease performable by LESSEE shall be construed to be both a covenant and a condition.

COUNTY OF YOLO, a political subdivision

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
LESSOR

_____
CLARENCE DAVIDSON, LESSEE

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FILED
MAY - 8 1967
LAURENCE K. DONIGAN, Clerk
By Dale E. Jones
Deputy

AGREEMENT NO. 67-26

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L E A S E

THIS LEASE, made and entered into this 8th day of May, 1967, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LESSOR, and EFFIE ROGERS, hereinafter referred to as LESSEE,

W I T N E S S E T H:

IT IS MUTUALLY AGREED as follows:

1. Leasing and Term: LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the house and lot owned by LESSOR located at 819 Court Street, Woodland, Yolo County, California, for a term commencing on May 9th, 1967, and ending on May 8th, 1968, unless the term is earlier terminated by either party in a written notice of intention to terminate, in which case termination shall be no earlier than thirty (30) days from date of receipt by either party of said notice to terminate.

2. Rent: The rent therefor shall be the sum of Seventy-five Dollars ($75.00) per month, payable on the 9th day of each month.

3. Use of Premises: LESSEE shall use said premises only as a private residence, and in connection therewith shall comply with all governmental laws and regulations.

4. Assignment and Sub-Letting: LESSEE shall neither assign this lease, nor sub-let the whole or any part of said premises, without the written consent of LESSOR.

5. Waiver of Benefits: LESSEE hereby waives all rights and benefits under §§ 1941 and 1942 of the California Civil Code, and hereby releases, and promises to indemnify and save harmless, LESSOR from any and all claims, demands, liabilities, and actions for damages which may be sustained by LESSEE, or any other persons,

Micro Fiched

during the time LESSEE may be in possession of said premises.

6. Utilities: LESSEE shall pay for all utilities including, but not limited to, water, gas, electricity, garbage removal and telephone services.

7. Garden and Grounds: LESSEE shall, at his/her own cost and expense, maintain the garden and grounds in a good and husband-like manner.

8. Waste and Alterations: LESSEE will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance, and LESSEE will not make or suffer to be made any alterations of the premises or any part thereof without the written consent of LESSOR first had and obtained.

9. Surrender of Premises: LESSEE shall promptly surrender the premises to LESSOR at the expiration of the term of this Lease, in good order and repair, reasonable wear and tear and damage of the elements excepted.

10. Attorney's Fees: In the event that LESSOR should bring suit for the possession of the premises, for the recovery of any sum due under, or because of, the breach of any covenant in this Lease, or for any other relief against LESSEE, declaratory or otherwise, or should LESSEE bring any action for any relief against LESSOR, declaratory or otherwise, arising out of this Lease, and LESSOR should prevail in any such suit, LESSEE shall pay LESSOR a reasonable attorney's fee, which shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment.

11. Personal Property: LESSEE shall not vacate or abandon the premises at any time during the term, and if LESSEE shall abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to LESSEE and left on the premises shall be deemed to be abandoned, at the option of the LESSOR, except such property as may be mortgaged to

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LESSOR.

12. Conditional Limitations: Each term and each provision of this Lease performable by LESSEE shall be construed to be both a covenant and a condition.

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13. Waiver: One or more waivers by LESSOR of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LESSOR'S consent to or approval of any act by LESSEE requiring LESSOR'S consent or approval shall not be deemed to waive or render unnecessary LESSOR'S consent to or approval of any subsequent similar act by LESSEE.

14. Binding on Successors: Subject to conditions herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate, this 8th day of May, 1967.

LESSOR -
COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

LESSEE -

Effie Rogers
EFFIE ROGERS

Micro Filmed

FILED
MAY 17 1967
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy
Micro Fiched

AGREEMENT NO. 67-27

LEASE

THIS LEASE made and entered into this 8th day of May, 1967, by and between FLORENCE MAY MORRIS, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT,

W I T N E S S E T H:

1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises situated on Third Street in the Town of Knights Landing, known as the Old Post Office Building, more particularly described as follows:

> Lot 8, Block 1 of the Town of Knights Landing as shown on the map thereof filed in the record of the Office of the Yolo County Recorder on August 17th, 1870, excepting therefrom the East 10' of the South 10' of said Lot 8, Block 1 of the Town of Knights Landing.

2. TERM.

a. Duration. The term of this lease shall be for a period of five (5) years, hereinafter referred to as 'original term'.

b. Commencement. The term shall commence on August 1st, 1967.

3. RENT. TENANT shall pay LANDLORD a total rental of eight Thousand Four Hundred Dollars ($8,400.00) payable in monthly installments of $140.00 on the first day of each succeeding calendar month commencing on the 1st day of August, 1967, and continuing until the whole of said rental shall have been paid.

4. PREPARATION FOR OCCUPANCY.

a. General. LANDLORD shall place said premises in a tenantable condition prior to August 1st, 1967, and prior to that date shall perform the work hereinafter mentioned,

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and shall permit TENANT to enter the premises prior to the commencement of the term for the purpose of integrating any work of fixturing with the interior finishing of the premises.

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b. Specific Work. The work to be performed by LANDLORD as mentioned above shall include the following:

1. Installation of fluorescent lighting fixtures so that there will be a yield of 75 to 100 foot candles at desk top level, subject to the approval of the County Librarian. TENANT shall furnish fluorescent lamps for installation in the lighting fixtures.
2. Installation of floor covering consisting of 1/8th inch vinyl asbestos tile.
3. Installation of restroom facility for library staff use consisting of water closet, bathroom sink, deep sink, mirror, and storage cabinets.
4. Refinishing and repainting of interior ceiling and walls, colors to be selected by County Librarian.
5. Replacement of all broken windows and damaged woodwork.
6. Installation of book drop adjacent to front door.
7. Installation of Carrier heating and air conditioning unit providing 80,000 BTU heating capacity, 28,000 BTU cooling capacity, thermostat and time clock control, condenser unit in a remote location.
8. Installation of outside lighting to illuminate the front of the building with a timed clock switch.

5. UTILITIES. LANDLORD shall pay all charges including installation charges for electricity, gas, water, heat and air cooling. TENANT shall pay all charges, including installation for telephone and other utility services used on the premises during the term of the lease.

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6. DAMAGE OR DESTRUCTION.

a. Total Destruction. In case the improvements located upon the premises shall be totally destroyed, this lease shall terminate.

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b. Termination on Partial Destruction. In case the greater part of the improvements located upon the premises shall be damaged or destroyed, TENANT may elect within thirty (30) days after such damage or destruction to terminate this lease.

c. Restoration on Partial Destruction. In case the improvements located upon the premises shall be partially destroyed and TENANT does not elect to terminate this lease, the premises shall be repaired or rebuilt as speedily as possible at the expense of LANDLORD, and, should there be a substantial interference with employees' use of the premises, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

7. REPAIRS, WASTE, AND ALTERATIONS.

a. Repairs. LANDLORD, at his sole cost and expense, will keep and maintain the said premises and every part thereof, including plumbing and heating and air conditioning equipment in good and sanitary order, condition and repair.

b. Waste and Alterations. TENANT will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance, and TENANT will not make or suffer to be made any alterations of the premises or any part thereof without the written consent of LANDLORD first had and obtained provided, however, that TENANT may remove any fixtures installed by it.

8. OPTION.

a. Renewal Option. LANDLORD hereby grants TENANT a renewal

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option to renew this lease for an additional term of five (5) years from and after the expiration of the original term. Rent for the additional term shall be determined by negotiation.

b. Exercise. The option granted herein must be exercised by TENANT by delivery to LANDLORD of written notice of exercise of option not less than three (3) Months prior to the expiration of the original term.

c. Terms and Conditions. Except as set forth in this paragraph the option shall be upon the same terms and conditions as set forth in this instrument.

9. CONDITIONAL LIMITATIONS. Each term and each provision of this lease shall be construed both a covenant and a condition.

10. BINDING ON SUCCESSORS. The terms and provisions of this Lease shall be binding upon and inured to the benefit of the heirs, executors, administrators, successors and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California, TENANT

Florence May Morris

FLORENCE MAY MORRIS, LANDLORD

BY

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS, DEPUTY

(SEAL)

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FORM 2—APPROVED BY THE ATTORNEY GENERAL (REV. 9-64)
CONTRACTOR—( )
STATE AGENCY—( )
DEPT. OF GENERAL SERVICES—( )
CONTROLLER—( )

MAY 15 1967

YOLO COUNTY AGREEMENT NO. 67-28

(22)

PH-2

STATE OF CALIFORNIA
STANDARD AGREEMENT

NUMBER 305 Amended II

Micro Fiched

THIS AGREEMENT, Made and entered into this 20th day of April, 1967, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Assistant Chief, Division of Administration — Department of Public Health

Title of officer acting for State — Department or other agency

hereinafter called the State, and

County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain agreement between this Department and the County of Yolo dated October 1, 1965 and as amended on June 30, 1966,

   a. Paragraph 3 is amended to read as follows:
   "The period of this contract shall be from October 1, 1965 to June 30, 1967."

2. All other terms and conditions of said contract shall remain in full force and effect.

FILED
JUL 25 1967
PRINCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Approved as to Form
Dated July 12, 1967
of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA
Department of Public Health
Name of State agency
By Howard Shuster
Assistant Chief, Division of Administration
Title

Contractor County of Yolo
(If other than an individual, state whether a corporation, partnership, etc.)
By [signature]
CHAIRMAN, BOARD OF SUPERVISORS
Yolo County Courthouse
Woodland, California.
c/o Clerk of the Board of Supervisors.
Title
Address

(Continued on ____ sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

Department of General Services
APPROVED
JUN 22 1967
By ANDREW R. LOLLI, Director
[signature]
Asst. Chief Counsel

To Be Charged Against	APPROPRIATION	Item 161, CH757/65	F.Y. 1965/66
	FUNCTION OR FUND	General	
	LINE ITEM ALLOTMENT	047-40	☒ O.E. ☐ Eq.
Amount of this Estimate		Armed Forces Medical Rejectees PH 108-65-72	NO BUDGET DATA
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger			
Adjustment increasing encumbrances			
Adjustment decreasing encumbrances			

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. ____ or B.R. No. ____)

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[signature]
Signature of Accounting Officer

Δ 65P

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

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2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

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Form CD-15
(Rev. 1962)

Calif. 1- 7
YOLO COUNTY
AGREEMENT NO. 67-29

FIELD AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Sport Fisheries and Wildlife
And
California State Department of Agriculture
Cooperating With

FILED
Micro Fiched JUN - 1 1967
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

YOLO County

In accordance with the terms of a cooperative project agreement between the U. S. Department of the Interior, Bureau of Sport Fisheries and Wildlife, and the California State Department of Agriculture, approved May 28, 1958, copies of which are on file at Room 4100, Federal Building, 650 Capitol Avenue, Sacramento, California, this field agreement is made to augment the predatory animal control program in YOLO County, hereinafter known as the cooperator.

IT IS THEREFORE MUTUALLY AGREED THAT:

1. The predatory animal control program conducted under the terms of this agreement shall be under the general supervision of the Bureau of Sport Fisheries and Wildlife and the California State Department of Agriculture, these two agencies acting as a unit in accordance with the terms of the cooperative agreement above referred to. The local representative of the Bureau of Sport Fisheries and Wildlife will consult frequently with the cooperator relative to the extent of Bureau participation, the determination of salaries and expenses of cooperative employees, and plans and procedures necessary to best serve the interests of the parties hereto. Direct supervision of the field operations shall be vested in the Bureau of Sport Fisheries and Wildlife.

2. The County of YOLO will provide $17,570.42 for the payment of salaries and authorized travel costs of personnel employed in this program during the period July 1, 1967 to June 30, 1968. The Bureau and State Department of Agriculture may contribute certain sums for supplies and equipment and payment of hunters' salaries and costs.

3. The District Agent of the Bureau or his designated assistant will certify as to correctness, all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under Paragraph 1 above.

3a. The employees selected and appointed hereunder, and serving in YOLO County, shall be deemed to be the employees of said County and shall be covered by its Workmen's Compensation and other insurance and included in Retirement Benefits; but the actual supervision, direction and control of said employees is delegated to the Federal and State agencies aforesaid.

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4. Predatory animals shall become the property of the agency paying the salary of the hunter during the period when such animals are taken. The Bureau representative shall dispose of animals or pelts of value and shall transmit the proceeds of such sale to the designated representative of the agency concerned.

5. This agreement and any continuation hereof shall be contingent upon the availability of funds. It is understood and agreed that any monies allocated for the purposes of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the agency making the funds available.

6. This agreement may be terminated by any party upon thirty (30) days written notice.

IN WITNESS WHEREOF the duly authorized officers of the parties hereto have executed this agreement on the dates shown opposite their respective signatures.

MAY 8, 1967
(Date)

Chairman, Board of Supervisors
of YOLO County

5-25-67
(Date)

Malcolm N. Allen
State Supervisor, Division of Wildlife Services, Bureau of Sport Fisheries and Wildlife.

5/26/67
(Date)

Allen B. Lemmon
Chief, Division of Plant Industry, State Department of Agriculture.

Approved as to Form
Date: May 3, 1967
By F. William Redman, Deputy County Counsel
County Counsel
of Yolo County

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FILED
MAY - 8 1967
LAURENCE P. HENIGAN, Clerk
By: Barbara Rodgers
Deputy

YOLO COUNTY AGREEMENT NO. 67-30

CONSTRUCTION AGREEMENT

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THIS AGREEMENT, made the 20th day of April, 1967, by and between Robert A. Kirkbride, hereinafter designated as the Contractor, and the County of Yolo, hereinafter designated as the Owner.

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article I: SCOPE OF WORK: The Contractor agrees to abide by the terms of this agreement, the General Conditions and Special Conditions of the Contract and agrees to provide all materials, labor, taxes, insurance, transportation, facilities, and incidentals and perform all work necessary for the prosecution and completion of all of the work set forth in the Drawings, Specifications and other Contract Documents for construction of new adminstrative building for Yolo County Probation Office, Woodland, California, by the Architect.

Article II: CONTRACT DOCUMENTS: The Contract Documents consist of the Accepted Bid, the Agreement, General Conditions, Special Conditions, the Drawings and Specifications, together with all modifications and addenda included in these documents before their execution. All Contract Documents are complementary so that any work which is called for in one and not mentioned in the other is to be executed as though mentioned in all.

Article III: CONTRACT TIME: The Contractor shall start the work to be performed under this contract within five (5) calendar days after having been given written notice from the Owner to proceed. Said work shall be diligently prosecuted to completion. The work shall be completed within _____ calendar days after date of start of construction.

Article IV: EXTENSIONS OF TIME: Shall be granted to the Contractor for delays in the completion of the work caused by Acts of God or of the public enemy, Acts of the State, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided that the Contractor furnishes satisfactory and acceptable proof that he has made diligent attempts to obtain same) and severe weather -- or delays of sub-contractors due to such causes provided that the Contractor shall notify the Owner, in writing of the causes of delay within ten (10) days from the beginning of any such delay, and the Owner shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conslusive.

Article V: CONTRACT SUM: The Owner shall pay, or cause to have paid to the Contractor, for the performance of the Contract, subject to additions and/or deductions provided therein, the sum of Eleven Thousand Seven Hundred Eighty-Eight and 00/100 dollars ($ 11,788.00) in current funds of the Owner, and shall be paid in payments on account as hereinafter set forth. Said sum represents the Base Bid together with the following accepted Alternates as set forth in the Contractor's Accepted Bid: No Alternates.

Article VI: PROGRESS PAYMENTS: Payments shall be made by the Owner only upon certificates issued by the Architect. Payments shall be made on account of the Contract, as provided therein, as follows:

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On the first day of each month during the continuance of the work under this Agreement, the Contractor shall file with the Architect statements showing the amount of labor and materials incorporated in the building since the date of the next preceding statement. The Architect shall be allowed five (5) days to check such statements, and if found correct, will issue a certificate equal to ninety percent (90%) of the amount of such statements, provided, however, that at no time except on the final payment shall the total payments exceed ninety percent (90%) of the contract price of said construction. Before receiving certificates from the Architect, the Contractor shall furnish the Architect such evidences as the Architect may require to show that all bills against the building under this agreement are being paid. All payments except the final payment shall become due as hereinafter set forth.

Article VII: ACCEPTANCE: Final inspection shall be made by the Architect upon receipt of written notice from the Contractor, stating that the work is substantially completed and ready for such inspection. The work will be accepted in writing by the Owner when the work is found acceptable under the terms of the Contract and the Contract is fully performed and the work fully completed.

Article VIII: FINAL PAYMENT: Final payment shall be made within thirty five (35) days after the filing of the Notice of Completion, provided the Contract be then fully performed, and the work be fully completed and duly accepted and also provided that no liens remaining unsatisfied are on file at that time.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, or from faulty work appearing after final payment, and of all claims by the Contractor, except these previously made and still unsettled. No payment made nor certificates issued to the Contractor shall be considered to be an acceptance of any of the work of the contract.

Article IX: ASSIGNMENT: The Contract shall not be assigned, nor sub-let as a whole, by either party without the written consent of the other.

The Owner and the Contractor for themselves, their heirs, successors, executors, administrators, agents, representatives, sub-contractors and assigns do hereby agree to the full performance of the terms, conditions, provisions and covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

CONTRACTOR:

OWNER:

YOLO COUNTY

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

May 2, 1967

Micro Fiched

FILED
MAY - 8 1967
LAWRENCE K. HENIGAN, Clerk
By Deputy

R I D E R

THIS RIDER is attached to and made a part of a Construction Agreement dated May 2nd, 1967, by and between ROBERT A. KIRKBRIDE and the COUNTY OF YOLO.

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ARTICLE I. ALIEN LABOR.

A. General. Pursuant to the provisions of §§ 1850 to 1854, inclusive, of the Labor Code of California, no contractor or sub-contractor or agent or representative thereof shall knowingly employ or cause or allow to be employed on this public work any alien -- meaning thereby any person not a born or fully naturalized citizen of the United States except aliens admitted to the United States under the provisions of the Refugee Relief Act of 1953 -- except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except on work upon public, military or naval defenses or works in time of war.

B. Reporting. Within thirty days after any alien is permitted to work upon this public work due to an extraordinary emergency, the contractor shall file with the Owner a verified report setting forth the nature of the extraordinary emergency, the name of the alien, and the date he was permitted to work. Failure to file the report within the thirty-day period shall be prima facie evidence that no extraordinary emergency existed. Every contractor and sub-contractor shall keep an accurate record showing the name and citizenship of each workman employed by him, in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the Owner and the Division of Labor Enforcement.

C. Penalty. For each violation of the above stipulation, contractor shall forfeit to the Owner as a penalty the sum of

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Ten Dollars ($10.00) for each alien knowingly employed in the execution of this agreement, by him or by any sub-contractor under him, for each calendar day or portion thereof during which such alien is permitted or required to labor in violation of this stipulation and the provisions of said Labor Code.

ARTICLE II. Hours of Labor.

A. General. Eight hours of labor shall constitute a legal day's work upon all work done hereunder and forty hours of labor shall constitute a legal week's work upon all work done hereunder. It is expressly stipulated that no workmen employed at any time by the contractor or by any sub-contractor or sub-contractors under this project upon the work or upon any part of the work contemplated by this contract shall be required or permitted to work thereon more than eight hours in any one calendar day and forty hours in any one calendar week except as provided in §§ 1810 to 1815, inclusive, of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein.

B. Reporting. Contractor and any sub-contractor or sub-contractors under this contract shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each workman employed in connection with the work or upon any part of the work contemplated by this contract. The records shall be kept open at all reasonable hours to the inspection of the Board of Supervisors of the Owner and to the Division of Labor Law Enforcement.

C. Penalty. It is further expressly stipulated that for each and every violation of this stipulation said contractor shall forfeit as a penalty to the Owner Twenty-five Dollars ($25.00) for each workman employed in the execution of this contract or by any sub-contractor under this contract for each calendar day during which said workman is required or permitted to labor more than

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forty hours, and said labor is in violation of the provisions of said sections of the Labor Code.

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ARTICLE III. PREVAILING WAGE RATES.

A. Wage Rates. Pursuant to § 1773 of the Labor Code of California, the Board of Supervisors of the Owner has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality in which this work is to be performed for each craft or type of workman or mechanic needed to execute this contract. The prevailing rates so determined, which must be complied with as a minimum, are as set forth by the Building and Construction Trades Council of Sacramento-Yolo Counties, and are as follows:

The per diem wage is the hourly wage rate multiplied by the number of hours constituting a working day. The following hourly wage rates are based on an eight hour day, forty hour week, Monday through Friday inclusive with the exception of Painters, whose rates are based on a seven and one half hour day, thirty seven and one half hour week:

	RATE	OVER-TIME	H&W	VACATION	PENSION	MISC.
Carpenter	3.98	**	25¢	25¢	30¢	1¢+
Carpenter Foreman	5.40	**	25¢	25¢	30¢	1¢+
Carpet & Linoleum Layer	5.50	11.00	13⅓¢	Yes	15¢	5¢+
Electrician	5.71	11.42	17¢	(4%)	1%	2½¢+
Electrician Foreman	6.425	12.885	17¢	(4%)	1%	2½¢+
Engineers						
Glazier	4.955	***	15¢	(4%)	20¢	
Laborers			25¢	25¢	20¢	
Millmen	3.86	*	$22.85	14.00 hr.	10¢	
Painter-Brush	4.97	*****	24½¢	30¢	20¢	30¢
Painter-Spray	5.22	******	24½¢	30¢	20¢	30¢
Painter-Foreman	3 to 4 men include ½ hr. additional per day. 6 to 9 men include 1 hr. additional per day. 10 or more men include 1½ hr. additional per day.					
Sheet Metal Worker	6.10	12.20	15¢	(8%)	20¢	11¢
Plumber	6.42	12.84	40¢	(50%)	25¢	4¢
Plumber Foreman	7.06	14.12	40¢	(55%)	25¢	4¢
Roofer	4.47	****	28¢	30¢	10¢	
Roofer Foreman	4.72	*****	28¢	30¢	10¢	
Sheet Metal Worker	6.10	12.20	15¢	(8%)	20¢	11¢
Sheet Metal Foreman	(+8%)					

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All other trades not specifically mentioned shall receive wages prescribed for that particular craft or type of workman by the Building and Construction Trades Council of Sacramento-Yolo Counties.

OVERTIME: Any additional time worked after the regular work day, Saturday, Sunday, and holidays shall be considered overtime and paid for at double the straight time rate unless otherwise specified herein.

* For the first two hours after the regular work day, overtime shall be paid for at the rate of time and one-half. All additional time worked up to 8:00 a.m., and on Saturday, Sunday and holidays shall be paid for at the double time rate.

** For the first four hours after the regular work day, overtime shall be paid for at the rate of time and one-half.

*** For the first two hours after the first eight hours, Monday through Friday, and the first four hours on Saturday morning in the shop, time and one-half shall be paid. All other overtime shall be double time rate.

**** Any additional time worked after the first eight hours of the regular work day and Saturday shall be paid for at the rate of time and one-half. Sundays and holidays shall be paid for at the double time rate.

***** All working hours beyond the regular work day, which is 7 hours, Monday through Friday, shall be paid for at the rate of time and one-half, providing no overtime exceeds 4 hours at the time and one-half rate. All work in excess of 4 hours overtime shall be paid at the rate of double time. All work performed on Sunday shall be double time and paid at twice the straight-time rate. All work performed on holidays shall be triple time and paid at three times the straight-time rate.

****** Any additional time worked after the first seven and one-half hours of the regular work day and Saturday shall be paid for

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at the rate of time and one-half. Sundays and holidays shall be paid for at the double time rate. Effective January 1, 1967, all time after 7 1/2 hours, Monday through Friday, will be time and one-half. Saturday, Sunday and holidays shall be paid at the double time rate.

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B. Stipulation. It shall be mandatory upon the contractor to whom the contract is awarded and upon any sub-contractor under him to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract.

C. Apprentices. Properly indentured apprentices may be employed upon this work. In accordance with § 1775.5 of the Labor Code of California, such apprentices, must be in training upon apprenticeship standards and written apprenticeship agreements pursuant to § 3070, et seq. of the Labor Code of California, and the employment of such apprentices shall be in accordance with the provisions of such apprenticeship standards and apprentice agreements. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the trade at which he is employed and shall be employed only at the work of the trade to which he is indentured.

D. Records. The contractor and each sub-contractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen, and mechanics employed in connection with the execution of this agreement or any sub-contracts thereunder and showing also the actual per diem wages paid to each of such workers which record shall be open at all reasonable hours to the inspection of the Owner, its officers and agents and to the Division of Labor Law Enforcement.

E. Penalty. Pursuant to the provisions of §§ 1770 to 1780, inclusive, of the Labor Code of California, it is hereby agreed and stipulated that contractor shall forfeit to the Owner,

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as a penalty, Twenty-five Dollars ($25.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this agreement by him or any sub-contractor under him.

F. Unlisted Trades. All skilled labor not listed above that may be employed shall be paid not less than the union wage scale for such labor in the locality where such work is being performed. In case it becomes necessary for the contractor or any sub-contractor to employ on the work under this contract any person in the trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum rate is herein specified, the contractor shall immediately notify the Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish contractor with the minimum rate base thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

IN WITNESS WHEREOF, the parties hereto have signed this RIDER.

COUNTY OF YOLO,

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
OWNER

_____
ROBERT A. KIRKBRIDE,
CONTRACTOR

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FILED
MAY 24 1967
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 67-31

LEASE

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THIS LEASE made and entered into this 15th day of May, 1967, by and between **HELEN NEWHALL**, hereinafter called **LANDLORD**, and the **COUNTY OF YOLO**, a political subdivision of the State of California, hereinafter called **TENANT**,

W I T N E S S E T H:

1. **DESCRIPTION.** LANDLORD hereby leases to TENANT, and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises more particularly described as follows:

> Approximately 2400 square feet of the space in the Newhall Building on Merkley Avenue in West Sacramento, California, currently occupied by the County of Yolo for use as a County Library.

2. **TERM.**

a. **Duration.** The term of this lease shall be for a period of three (3) years, hereinafter referred to as 'original term'.

b. **Commencement.** The term shall commence on August 1st, 1967.

3. **RENT.** TENANT shall pay LANDLORD rent at the rate of Three Hundred Sixty-five ($365.00) Dollars per month, payable on the last day of each calendar month of the term of this lease.

4. **UTILITIES.** TENANT shall pay all charges for utility services used by TENANT on the premises during the term of the lease, except water and sewer which shall be paid for by LANDLORD.

5. **DAMAGE OR DESTRUCTION.**

a. **Total Destruction.** In case the improvements located upon the premises shall be totally destroyed, this lease shall terminate.

b. **Termination on Partial Destruction.** In case the greater

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part of the improvements located upon the premises shall be damaged or destroyed, TENANT may elect within thirty (30) days after such damage or destruction to terminate this lease.

c. Restoration on Partial Destruction. In case the improvements located upon the premises shall be partially destroyed and TENANT does not elect to terminate this lease, the premises shall be repaired or rebuilt as speedily as possible at the expense of LANDLORD, and, should there be a substantial interference with employees' use of the premises, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

6. REPAIRS, WASTE, AND ALTERATIONS.

a. Repairs. LANDLORD, at his sole cost and expense, will keep and maintain the said premises and every part thereof, including plumbing and heating and air conditioning equipment in good and sanitary order, condition and repair; however, TENANT shall provide its own janitorial services and maintain said premises in a clean condition, ordinary wear and tear excepted.

b. Waste and Alterations. TENANT will not commit, or suffer to be commited, any waste upon said premises, or any public or private nuisance, and that TENANT will not make or suffer to be made any alterations of the premises or any part thereof without the written consent of LANDLORD first had and obtained provided, however, that TENANT may remove any fixtures installed by it.

7. OPTION.

a. Renewal Option. LANDLORD hereby grants TENANT a renewal option to renew this lease for an additional term of two (2) years from and after the expiration of the original term.

b. Exercise. The option granted herein must be exercised by TENANT by delivery to LANDLORD in care of WEST SACRAMENTO

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LAND COMPANY, Realtors, 830 Jefferson Boulevard, West Sacramento, California, 95691, of written notice of exercise of option not less than sixty (60) days prior to the expiration of the original term.

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c. Terms and Conditions. The option shall be upon the same terms and conditions as set forth in this agreement.

8. CONDITIONAL LIMITATIONS. Each term and each provision of this lease shall be construed both a covenant and a condition.

9. BINDING ON SUCCESSORS. The terms and provisions of this lease shall be binding upon and inured to the benefit of the heirs, executors, administrators, successors and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California, TENANT

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

_____
HELEN NEWHALL

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

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YOLO COUNTY AGREEMENT NO. 67-32

FILED

MAY 29 1967

LAURENCE P. KENIGAN, Clerk

By Patricia C. Lucas Deputy

SUBDIVISION IMPROVEMENT AGREEMENT
Parcel Map No. 1077-1

THIS AGREEMENT is made and entered into this 22nd day of MAY, 1967, by and between Sacramento Northern Railway, a corporation hereinafter referred to as "Subdivider", and the County of Yolo, hereinafter referred to as "County."

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WHEREAS, the subdivider proposed to subdivide and develop that area known and referred to as Parcel Map No. 1077-1 and has presented plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Subdivider will develop and construct public improvements in said Parcel Map 1077-1 including "off-site" improvements in accordance with and as shown on said plans and specifications prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twelve (12) months after the date hereof in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County should unforeseen conditions occur which may require such modifications.

3. That Subdivider shall, upon execution of this agreement, pay to the County the sum of $640.00 to cover the cost of inspection of the improvements herein provided as such inspection is required by the County and subject to refund or final billing in accordance with Ordinance No. 534.

4. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Parcel Map 1077-1.

5. That Subdivider will furnish County evidence acceptable to County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the minimum sum of $100,000-$300,000 and $50,000 respectively.

6. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

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7. That the completion of the development of said Parcel Map 1077-1 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said Resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part

or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

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8. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

9. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.

10. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

11. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The total amount of such "Improvement Securities" shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

12. Where required pursuant to the provision of Section 11592 of the Business and Professions Code the "Subdivider" shall furnish the County a bond or cash deposit, at County's option guananteeing payment of the cost of setting monuments of survey.

The procurement and delivery of said bond or cash deposit shall be a condition precedent to the approval of the parcel map and to the promise of the County herein.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 8 of this agreement.

Where title to the subdivided property is held by the record owner thereof under a holding Agreement, this Agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this Agreement. In this connection the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242 (a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

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COUNTY OF YOLO

By _____
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HERRIGAN
County Clerk

By _____
DEPUTY

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SACRAMENTO NORTHERN RAILWAY,
a Corporation

By _____
President

By _____
Secretary of Sacramento Northern Railway

(Seal)

Recommended for approval to the Board of Supervisors of the County of Yolo:

_____
Director of Public Works

APPROVED AS TO FORM:
Charles R. Mack
By F. William Redmon, Deputy County Counsel

_____
County Counsel

APPROVED
_____
Dir. of Ind. Dev. and Real Estate

APPROVED AS TO FORM
_____
ATTORNEY

APPROVED
_____
CHIEF ENGINEER

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Bond No. M48 92 72
Premium $210.00 Term

CALIFORNIA PERFORMANCE BOND — PUBLIC WORK

Insurance Company of North America

PHILADELPHIA

Micro Fiched

FILED

MAY 29 1967

LAURENCE P. HENIGAN, Clerk

By Patricia E. Lucas Deputy

CONTRACT BOND

Know All Men by These Presents:

That we, SACRAMENTO NORTHERN RAILWAY

as Principal, and INSURANCE COMPANY OF NORTH AMERICA, a corporation organized under the laws of the State of Pennsylvania and duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are held and firmly bound unto COUNTY OF YOLO, CALIFORNIA as Obligee, in the full and just sum of TWENTY EIGHT THOUSAND AND NO/100 * * * * * * * * * * * Dollars, ($ 28,000.00), lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the said Principal has entered into a contract of even date herewith with the said Obligee to do and perform the following work, to-wit:

Construction of improvements as shown on Parcel Map #1077-1
consisting of drainage and roadway work in west Sacramento

as is more specifically set forth in said contract, to which contract reference is hereby made;

NOW, THEREFORE, if the said Principal shall well and truly do the said work, and fulfill each and every of the covenants, conditions and requirements of the said contract in accordance with the plans and specifications, then the above obligation to be void, otherwise to remain in full force and virtue.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

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Sealed with our seals and dated this 28th day of April, 1967.

SACRAMENTO NORTHERN RAILWAY

By: L. Michelson

By: [illegible] ASSISTANT SECRETARY

INSURANCE COMPANY OF NORTH AMERICA

By B. E. Davis

B. E. Davis - Attorney-in-Fact

SB-129 5-4-61

STATE OF CALIFORNIA, }
City and County of San Francisco } ss.

On this 15th day of May in the year 1967, before me, EMMA N. McCLURE, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared L. D. Michelson and Logan Paine known to me to be the Vice Pres. and General Mgr. and the Asst. Secy. of the corporation described in and that executed the within instrument and they acknowledged to me that such corporation executed the same pursuant to its By-Laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

EMMA N. McCLURE
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO

Emma N. McClure

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires April 5, 1971.

(Acknowledgment Corporation.) (C.C. Sec. 1190.)

STATE OF CALIFORNIA, }
City & County of San Francisco } ss.

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On this 28th day of April in the year one thousand nine hundred and sixty-seven, before me Barbara F. Gauger, a Notary Public in and for the STATE OF CALIFORNIA personally appeared B. E. Davis

known to me to be the person whose name subscribed to the within instrument as the Attorney -in-fact of the INSURANCE COMPANY OF NORTH AMERICA, and acknowledged to me that he subscribed the name of the Insurance Company of North America thereto as surety and own name as Attorney -in-fact.

BARBARA F. GAUGER
NOTARY PUBLIC
San Francisco County, Calif.

My Commission Expires June 10, 1970

Barbara F. Gauger

Notary Public in and for the State of California with Principal Office in the City & County of San Francisco

SB-125b 6-19-64 Printed in U.S.A.

YOLO COUNTY
AGREEMENT NO. 67-33

03-Yol-113 PM 6.2/10.0

LAUDER
by Barbara Rodgers

FREEWAY AGREEMENT

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THIS AGREEMENT, made and entered into, in duplicate, this 22nd day of MAY, 1967, by and between the STATE OF CALIFORNIA, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "the State", and the COUNTY OF YOLO, hereinafter for convenience referred to as "the County",

W I T N E S S E T H :

WHEREAS, the California Highway Commission has adopted a resolution on December 16, 1959, declaring those certain portions of State Highway Routes 113 and 5 in the County of Yolo between 3/4 mile south of Mullen Crossing and County Road 18 south of Yolo to be a freeway; and

WHEREAS, the State and the County have heretofore executed a Freeway Agreement dated September 17, 1962, with respect to those portions of said routes between 3/4 mile south of Mullen Crossing and County Road 18 south of Yolo and

WHEREAS, the plan for said freeway has since been revised in certain particulars, with respect to said portions, and a new plan map has been prepared, showing the revised plan of the State as it affects county roads, including provisions for closing county roads, for carrying county roads over or under or to a connection with such freeway for relocation of county roads, and for construction of frontage roads and other local roads:

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NOW, THEREFORE, IT IS AGREED:

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1. This Agreement supersedes the Freeway Agreement dated September 17, 1962, with respect to that portion of Route 113 between 3/4 mile south of Mullen Crossing and Route 5. In lieu thereof, the County agrees and consents to the closing of county roads, relocation of county roads, construction of frontage roads and other local roads, and other construction affecting county roads, all as shown on the plan map attached hereto marked Exhibit "A", between 3/4 mile south of Mullen Crossing and Route 5 and made a part hereof by this reference.

2. The State in the construction of said freeway will, at the State's expense, make such changes affecting county roads in accordance with the said plan map attached hereto or as the same may hereafter be modified by mutual agreement between the parties hereto. The State may, at the State's expense, install signs, signals and other traffic control devices at appropriate locations to be determined by the State in order to regulate, warn or guide traffic upon the highways.

3. The State agrees to acquire all necessary right of way as may be required for construction, reconstruction or alteration of county roads and frontage roads, and the County hereby authorizes the State to acquire in its behalf all such necessary right of way.

Micro Fiched

Micro Fiched

4. The County will accept control and maintenance over each of the relocated or reconstructed county roads, and the frontage roads and other State-constructed local roads on notice to the County Road Commissioner from the State that the work thereon has been completed, except as to any portion thereof which is adopted by the State as a part of the freeway proper. The County will also accept title to the portions of such roads lying outside the freeway limits, upon relinquishment by the State.

5. The grade separations shown on plan map Exhibit "A" will either be underpasses or overpasses as detailed engineering studies may determine will best fit the locality. It is understood between the parties that the right of way may be acquired in sections or units and that, both as to the acquisition of right of way and the construction of the freeway projects, the obligations of State hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. This agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment through State and County cooperation of the whole freeway project for the benefit of the people of the State and of the County.

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IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day above first written.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

APPROVED:

JOHN ERRECA
Director of Public Works

By _____
DEPUTY DIRECTOR OF PUBLIC WORKS

JUN 23 1967

Deputy State Highway Engineer

APPROVED AS TO FORM:

THE COUNTY OF Yolo
A body politic

By _____
Chairman, Board of Supervisors

Attorney (State)

Approved as to Form
Dated MAY 23 1967

County Counsel of Yolo County

Micro Fiched

RESOLUTION NO. 67-63

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO APPROVING AGREEMENT REGARDING A FREEWAY ON ROAD 03-YOL-113 BETWEEN 3/4 MILE SOUTH OF MULLEN CROSSING AND ROUTE 5

Micro Fiched

WHEREAS, an Agreement has been presented covering the construction and maintenance of a freeway on road 03-Yol-113 between 3/4 mile south of Mullen Crossing and Route 5

WHEREAS, the Board of Supervisors has heard read said Agreement in full and is familiar with the contents thereof;

THEREFORE, be it resolved by the Board of Supervisors of the County of Yolo that said Agreement is hereby approved and Supervisor Stephens is directed to sign the same in behalf of the County of Yolo.

Passed and adopted by the Board of Supervisors of the County of Yolo on the 22nd day of May, 1967, by the following vote:

Ayes: Duncan, Edmonds, Espigares, Conner, Stephens.
Noes: None.
Absent: None

Chairman, Board of Supervisors
County of Yolo, California

Attest:

LAURENCE P. HENIGAN
County Clerk and Ex Officio Clerk of the Board of Supervisors
BY [illegible], Deputy

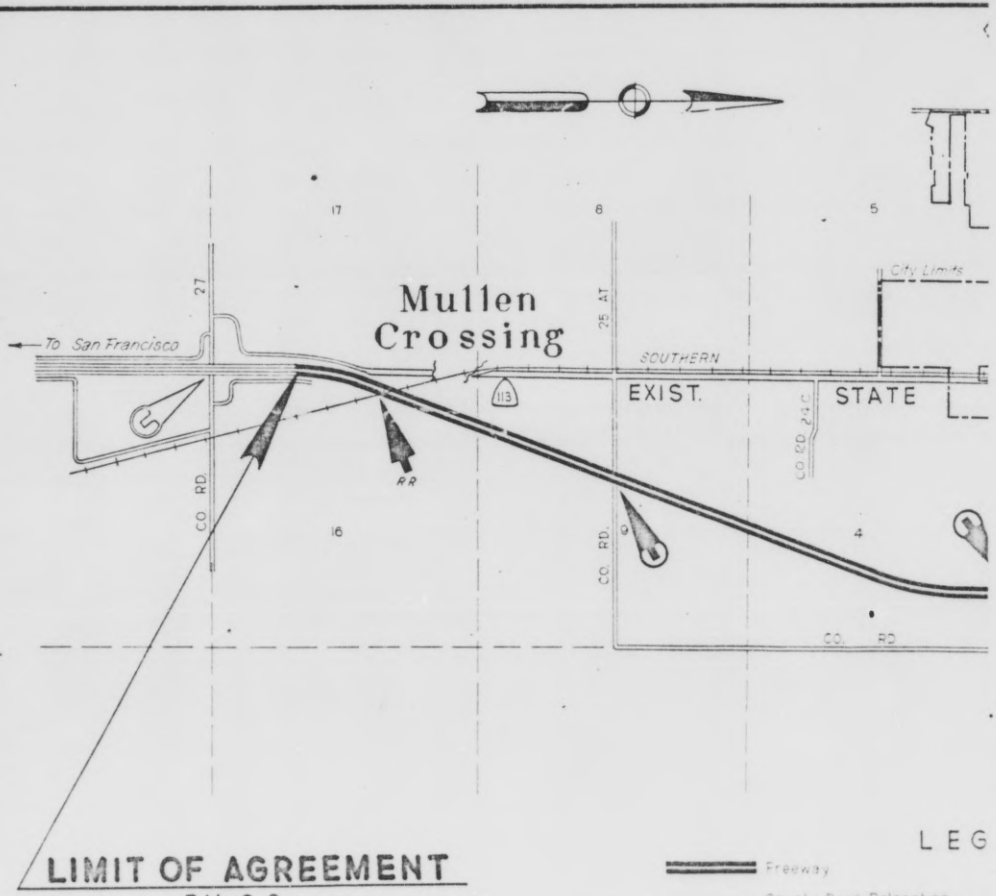
~~I hereby certify that the foregoing resolution was duly and regularly passed by the Board of Supervisors of the County of Yolo at a regular meeting thereof held _____, 1967.~~

~~County Clerk and Ex Officio Clerk for the Board of Supervisors~~

Approved as to Form
Dated MAY 1967

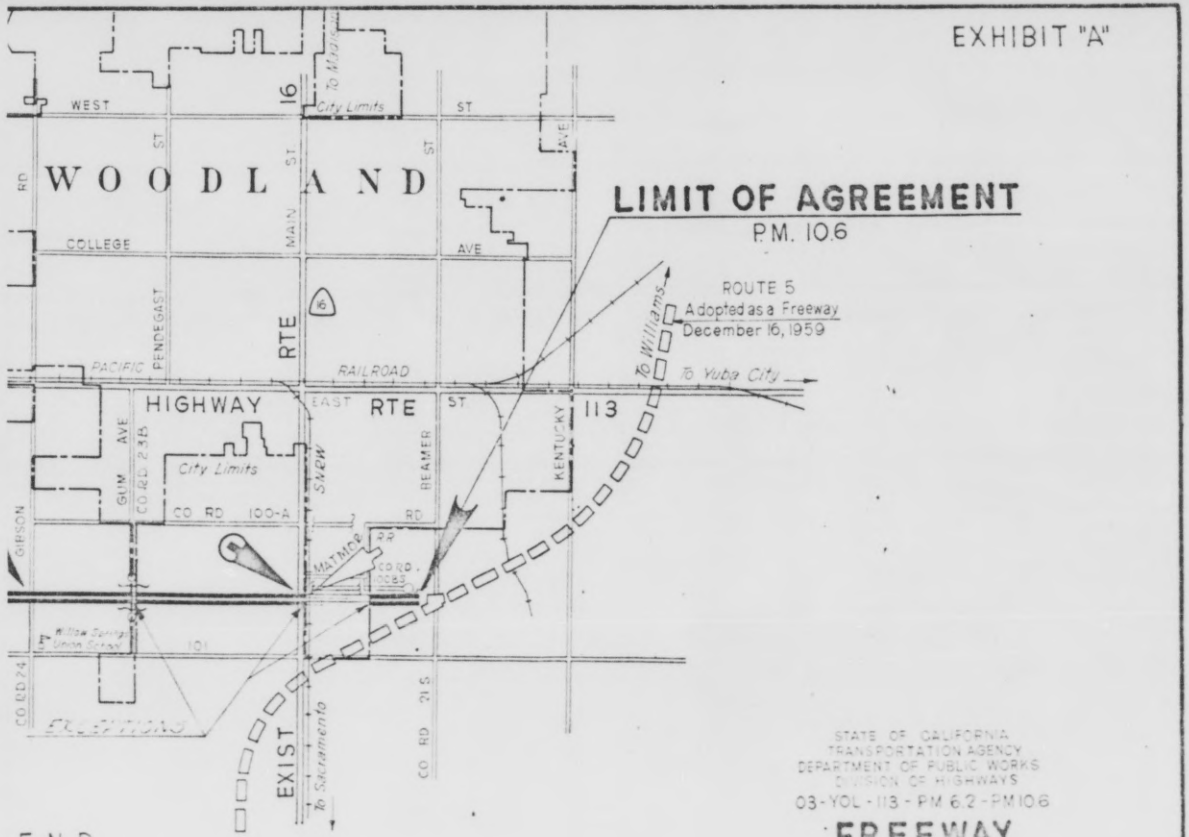
County Counsel of Yolo County

Micro Fiched



Micro Fiched
Micro Fiched

EXHIBIT "A"



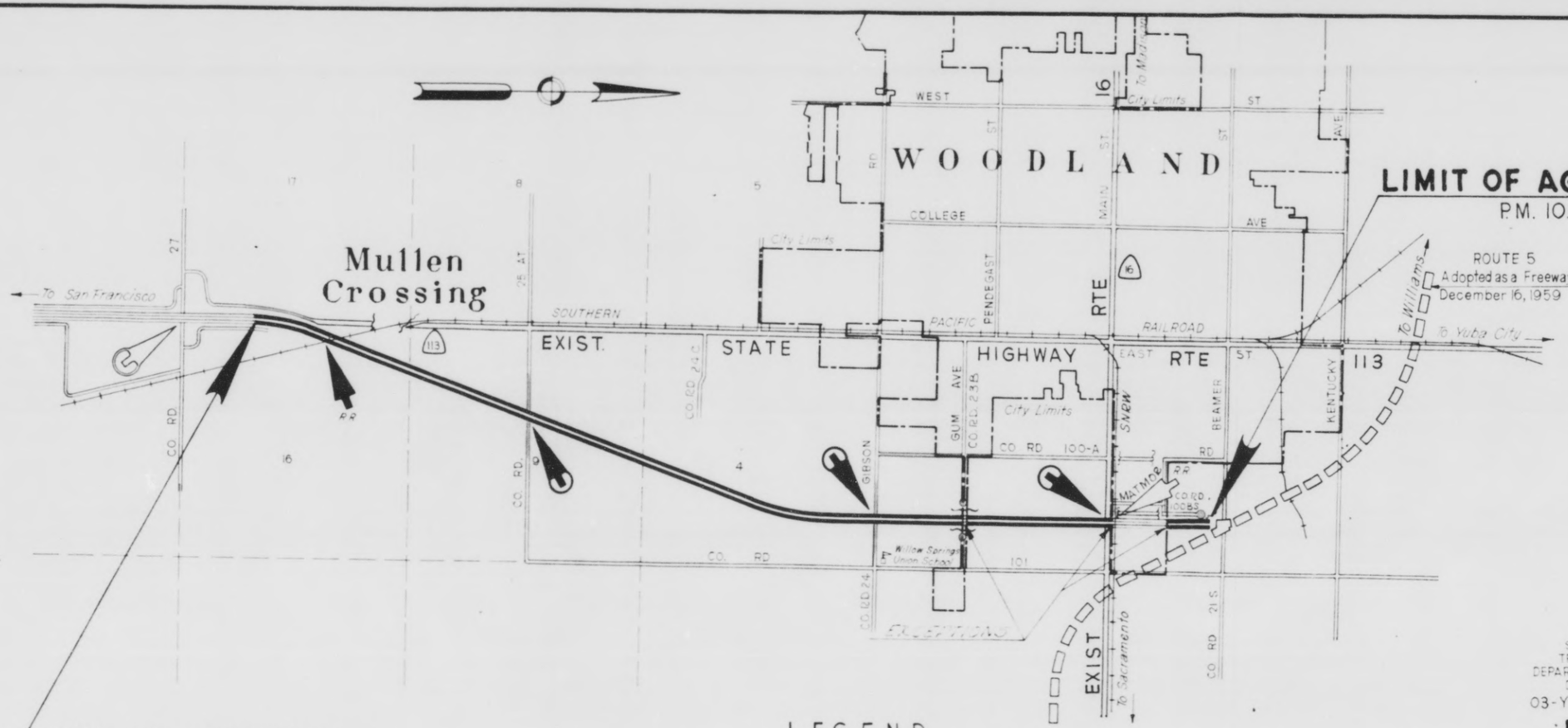
STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
03-YOL-113-PM 6.2-PM10.6

FREEWAY
IN YOLO COUNTY
Between 3/4 Mile South of Mullen Crossing and Route 5

Scale in Feet
0 1000 2000 4000

Micro Fiched
Micro Fiched

EXHIBIT "A"



STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
03-YOL-113-PM 6.2-PM 10.6

FREEWAY
IN YOLO COUNTY

Between 3/4 Mile South of Mullen Crossing and Route 5

Scale in Feet
0 1000 2000 4000

FILED
MAY 29 1967
LAURENCE P. HENIGAN, CLERK
BARBARA A. ROGERS
By ..... Deputy

AGREEMENT NO. 67-34

LEASE

Micro Fiched

THIS LEASE made and entered into this 29th day of MAY, 1967, by and between the COUNTY OF YOLO, State of California, hereinafter referred to as COUNTY, and the DAVIS JOINT UNIFIED SCHOOL DISTRICT of Yolo and Solano Counties, State of California, hereinafter referred to as DISTRICT,

W I T N E S S E T H:

IN CONSIDERATION FOR THE COVENANTS of COUNTY, DISTRICT hereby leases to COUNTY under the following terms and conditions that certain real property located in the County of Yolo, State of California, which is more particularly described in Exhibit "A" attached hereto, which Exhibit "A" is hereby incorporated by reference as if set forth at length herein:

1. The term shall be ninety-nine (99) years, commencing on the date first above written; provided, however, this DISTRICT may terminate this lease by written notice within thirty (30) days after the fifth anniversary of commencement of the term if there shall not be in operation at that anniversary upon the leased property a library maintained by or on behalf of COUNTY.

2. No rent shall be payable to DISTRICT.

3. The premises leased herein shall be used only for library and attendant purposes, including landscaping and parking.

4. Subject to the provisions of the following paragraphs, COUNTY shall construct, repair and maintain any and all improvements or landscaping placed upon the leased premises and shall provide for any desired utilities.

5. No improvements shall be placed upon the leased premises without prior review and written approval of improvement plans by the Governing Board of DISTRICT.

Micro Fiched

Micro Fiched

6. Prior to expiration of the term of this lease, COUNTY shall remove all improvements from the leased premises and COUNTY shall restore the leased premises to the same condition that said premises were in at the commencement of the term.

7. COUNTY shall save DISTRICT harmless from any and all liability or claim thereof for personal injuries, property damage or for loss of life or property resulting from or in any way connected with the condition or use of the leased premises.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

DAVIS JOINT UNIFIED SCHOOL DISTRICT
of Yolo and Solano Counties

BY _____
DISTRICT SUPERINTENDENT

Micro Fiched

EXHIBIT-A

Description from Davis Unified School District to County of Yolo

Micro Fiched

A portion of Section Ten (10), Township Eight (8) North, Range Two (2) East, M.D.B.&M. in the City of Davis, Yolo County, California, more fully described as follows:

COMMENCING at the Southwest corner of the North Davis Elementary School parcel as shown on that Record of Survey filed in the Office of the County Recorder in Map and Surveys Book 8, page 16, said point being in the centerline of 14th Street (80.00 feet wide); thence North 15° 31' 15" West along the West line of said school parcel 40.00 feet to the North right-of-way line of said 14th Street, THE TRUE POINT OF BEGINNING: THENCE continuing along the same line North 15° 31' 15" West 158.07 feet; thence North 00° 09' 50" West 95.33 feet; thence leaving said West line North 74° 28' 45" East 144.75 feet; thence South 15° 31' 15" East 250.00 feet to said North line of 14th Street; thence South 74° 28' 45" West along said North line 170.00 feet to the true point of beginning.

Containing 0.949 acres, more or less.

Micro Fiched

FILED
JUN 7 1967
LAURENCE K. HOUSEMAN
By Barbara A Rodgers
Deputy

AGREEMENT NO. 67-35

TAKE-OVER AGREEMENT
Public Law 660 Funds on Madison Sewer System

This Agreement made and entered into this 5th day of June, 1967, by and between the County of Yolo, hereinafter referred to as "Yolo" and the Madison Community Services District, hereinafter referred to as "District".

WITNESSETH:

Micro Fiched

WHEREAS, Yolo, by Resolution No. 65-169 dated August 9, 1965, accepted a grant in the amount of $7,780.00 pursuant to Public Law 660 on behalf of the Madison Sewer Assessment District and authorized the County Surveyor-Director of Public Works to execute required documents on behalf of said Assessment District; and

WHEREAS, the County Surveyor-Director of Public Works on August 9, 1965, executed an offer and acceptance of Federal Grant for Sewage Treatment Works under 33 U.S.C. 466 et seq. Project No. WPC-CAL-246; and

WHEREAS, subsequent to execution of such offer and acceptance, the proceedings under the Madison Sewer Assessment District were dropped due to inadequate bond quotes; and

WHEREAS, the Madison Community Services District was formed under Title 6, Division 2, commencing with Section 61000 of the California Government Code, to apply for funds and construct and maintain a sanitary sewer system and domestic water supply system; and

WHEREAS, District is about to award a contract for a sanitary sewer system which has been approved by all necessary agencies,

NOW, THEREFORE, it is mutually agreed as follows:

1. Yolo hereby assigns to District all funds and grants available under PL 660 Grant Project No. WPC-CAL-246.

Micro Fiched

2. District agrees to take over said offer and acceptance of said grant for sewage treatment works and further agrees to abide by all assurances and conditions contained in said offer and acceptance a copy of which is attached hereto and made a part of this agreement.

Micro Fiched

3. District further releases Yolo from all obligations and liabilities under said offer and shall be completely responsible for all phases of work hereafter.

MADE AND ENTERED INTO this 5th day of June, 1967.

COUNTY OF YOLO

Chairman of the Board of Supervisors
County of Yolo, State of California

MADISON COMMUNITY SERVICES DISTRICT

Clifford B. Schwarz
Chairman of the Board of Directors

Approved as to form:

County Counsel

Micro Fiched

RESOLUTION NO. 65 - 169

(Accepting Federal Grant of $7,780 pursuant to Public Law 660 on behalf of Assessment District No. 103 - Madison Sewer Assessment District and authorizing County Surveyor-Director of Public Works to execute required documents on behalf of said District).

Micro Fiched

WHEREAS, the Department of Health, Education, and Welfare, U. S. Public Health Service has made an offer of assistance dated August 2, 1965, to the Madison Sewer Assessment District pursuant to Public Law 660,

AND WHEREAS, said grant is based on an application submitted through the California Water Quality Control Board dated February 1, 1965.

NOW, THEREFORE, BE IT RESOLVED that said offer is hereby accepted subject to the conditions and requirements as set forth in said offer:

AND BE IT FURTHER RESOLVED that the County Surveyor-Director of Public Works be authorized to execute the acceptance of said offer and further authorized to execute all other documents in connection with this grant pursuant to Public Law 660.

PASSED AND ADOPTED by the Board of Supervisors, County of Yolo, State of California, on the 9th day of August, 1965, by the following vote:

AYES: McDermott, Combs, Stephens, Conner, Duncan.

NOES: None.

ABSENT: None.

W. E. Duncan

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, Clerk

By [signature] Deputy

Micro Fiched

APPROVED AS TO FORM:

By Lewis F. Shearer, County Counsel
Lewis F. Shearer

By [signature], DEPUTY

PHS-2690-1
REV. 10-61

Department of
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE

FORM APPROVED
BUDGET BUREAU NO. 68-R618

PROJECT NO. WPC-CAL-246 (Pick-up)

OFFER AND ACCEPTANCE OF FEDERAL GRANT FOR SEWAGE TREATMENT WORKS UNDER 33 U.S.C. 466 et seq.

PART A

SECTION I OFFER

Micro Fiched

A. LOCATION OF PROJECT (State, County, City)
California, Yolo, Woodland

B. LEGAL NAME AND ADDRESS OF APPLYING AUTHORITY (herein called the "Applicant")
County of Yolo (Madison Sewer Assessment District 6103)
203 Lincoln, Woodland, California

C. PROJECT FINANCING UNDER TERMS OF THIS OFFER

Total estimated project cost	$ 93,767
Estimated project cost for Federal participation	$ 25,964
FEDERAL GRANT OFFERED	$ 7,789

D. DESCRIPTION OF PROJECT

Sewage Pumping Station, Force Main and Raw Sewage Stabilization Ponds.

Consideration having been given by the Surgeon General of the Public Health Service to (a) the application submitted by the Applicant pursuant to Section 6 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 466 et seq.), (b) the public benefits to be derived by the construction of this project, (c) the relation of the ultimate cost of constructing and maintaining the works to the public interest and to the public necessity for the works, and (d) the adequacy of the provisions made or proposed by the Applicant for assuring proper and efficient operation and maintenance of the treatment works after completion of the construction thereof, and it having been determined by the Surgeon General that such project (a) is in conformity with the approved State water pollution control plan submitted pursuant to Section 5 of the Act, (b) meets the criteria for Federal aid specified in Section 55.28 of the regulations, and (c) is included in a comprehensive program developed pursuant to the Act; and the Surgeon General having further determined that the State water pollution control agency has approved the project and certified that it is entitled to priority over other eligible projects on the basis of financial as well as water pollution control needs;

The Surgeon General of the Public Health Service, acting in behalf of the United States of America, hereby offers:

To make a Federal grant to the above named applicant subject to the assurance included in this document as Section II, in order to aid in financing the construction of the project pursuant to the Federal Water Pollution Control Act, as amended. The amount of the Federal grant will not exceed 30 per cent of the estimated reasonable cost of the project or $600,000, whichever is less, except that where a project will serve more than one municipality, each participating municipality's share of the expense shall be treated as if it were a separate project for the purposes of determining the total of the grant to made in such instances, said individual shares, in turn, being subject to the percentage and dollar limitations for individual grants first hereinabove mentioned, and the total of all amounts so determined or $2,400,000, whichever is the smaller, shall be the maximum grant that may be made for each project serving more than one municipality; provided, further, that in the event the actual reasonable cost of any project, as determined by the Surgeon General upon completion of construction, is less than the estimated reasonable cost upon which the grant offer is based, such actual cost shall be used to determine the amount of the Federal grant, and the grant shall be reduced as necessary to conform with the limitations hereinabove cited.

Micro Fiched

In addition, this Offer is made subject to completion of Part B of this Offer and Acceptance and the following conditions:

1. It having been determined that satisfactory contract or purchase methods have been employed as required under Assurances A and B. Assurance A is modified to read as follows: "That actual construction work has been or will be performed by the lump sum (fixed price) or unit price contract method, that adequate methods of obtaining competitive bidding have been or will be employed prior to awarding the construction contract, and that the award of the contract has been or will be made to the responsible bidder submitting the lowest acceptable bid." Assurance B is hereby waived.

Micro Fiched

2. All contracts necessary for the construction of the project will be awarded on or before 30 June 1966.

3. The Applicant agrees to accept the conditions contained in the Non-discrimination in Employment assurance attached hereto and made a part of this Grant Offer.

4. The Applicant hereby assures that related construction necessary to achieve full benefit from this project will be completed in the near future. No Federal payments will be made on this project until related construction is under contract.

This offer must be accepted, if at all, on or before 13 August 1965

For the United States of America, Public Health Service:

2 August 1965 (Date)

R. W. Hart (For the Surgeon General)

R. W. HART

Associate Regional Health Director for Environmental Health (Title of Officer)

Micro Fiched

NONDISCRIMINATION IN EMPLOYMENT

The applicant hereby agrees to the following conditions: (1) It will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the provisions prescribed for Government contracts and Federally assisted construction contracts by Section 301 of Executive Order 10925, as amended; (2) it will assist and cooperate actively with the Department of Health, Education and Welfare and the President's Committee on Equal Employment Opportunity in obtaining the compliance of contractors and subcontractors with said contract provisions and with the rules, regulations, and relevant orders of the Committee; (3) it will obtain and furnish to the Department of Health, Education and Welfare and to the Committee such information as they may require for the supervision of such compliance; (4) it will enforce the obligations of contractors and subcontractors under such provisions, rules, regulations and orders; (5) it will carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Committee or the Department of Health, Education and Welfare; and (6) it will refrain from entering into any contract subject to this order or extension or other modification of such a contract with a contractor debarred from Government contracts and Federally assisted construction contracts under Part III, Subpart D of Executive Order 10925, or who has not demonstrated his eligibility for such contracts as provided in Part III of Executive Order 10925; and (7) in the event that he fails and refuses to comply with his undertakings, the applicant agrees that the Department of Health, Education and Welfare may cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11114 until satisfactory assurance of future compliance has been received from such applicant or may refer the case to the Department of Justice for appropriate legal proceedings.

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Micro Fiched

SECTION II — ASSURANCES

The Applicant hereby gives assurance to the Surgeon General of the Public Health Service:

A. That actual construction work will be performed by the lump sum (fixed price) or unit price contract method, that adequate methods of obtaining competitive bidding will be employed prior to awarding the construction contract, and that the award of the contract will be made to the responsible bidder submitting the lowest acceptable bid;

B. That the project will not be advertised or placed on the market for bidding until the final plans and specifications have been approved by the Surgeon General and the appropriate State agency, and the Applicant has been so notified;

C. That the construction contract will require the contractor to furnish performance and payment bonds, the amount of which shall each be in an amount not less than fifty percentum (50%) of the contract price, and to maintain during the life of the contract adequate fire, and extended coverage, workmen's compensation, public liability and property damage insurance;

D. That any change or changes in the contract which make any major alteration in the work required by the plans and specifications, or which raise the cost of the project above the latest estimate approved by the Surgeon General, will be submitted to the Surgeon General for prior approval;

Micro Fiched

E. That the construction of the project, including the letting of contracts in connection therewith, shall conform to the applicable requirements of State, Territorial and local laws and ordinances;

F. That the construction contract will provide that the representatives of the Public Health Service and the State will have access to the work wherever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection;

G. That the Applicant will provide and maintain competent and adequate engineering supervision and inspection at the project to insure that the construction conforms with the approved plans and specifications;

H. That adequate accounting and fiscal records shall be maintained to reflect the receipt and expenditure of funds for the purpose of this project and all funds, however provided for the payment of the cost of the project, shall be credited, promptly upon receipt thereof, in a separate construction account or accounts and these funds shall be expended only for costs of the project;

I. That the declarations, assurances, representations and statements made by the Applicant in the application, and all documents, amendments and communications filed with the Public Health Service by the Applicant in support of its request for a grant, will be fulfilled;

J. That the Applicant will submit to the Surgeon General such documents and information as he may require;

K. That construction contracts in excess of $2,000 will prescribe the minimum rates of pay for laborers and mechanics engaged in the construction of the project as determined by the Secretary of Labor in accordance with the Act of March 3, 1931, as amended, known as the Davis-Bacon Act, (40 U.S.C. 276a through 276a-5); that construction contracts in excess of $2,000 shall contain the stipulations and provisions contained in Section 55.32 hereof; and that all construction contracts, regardless of amount, will require the Contractor to comply with the Regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 13, 1934, (40 U.S.C. 276c), and any amendments or modifications thereto, to cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and to be responsible for the submission of statements required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for reasonable limitation, variations, tolerances, and exemptions from the requirements thereof;

L. That the Applicant will demonstrate to the satisfaction of the Surgeon General his ability to pay the remaining cost of the project;

M. That the Applicant will demonstrate to the satisfaction of the Surgeon General that he has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, as the Surgeon General finds sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the project; and in the case of projects serving more than one municipality, that the participating communities have such interests or rights as the Surgeon General finds sufficient to assure their undisturbed utilization of the project for the estimated life of the project.

N. The Applicant agrees to construct the project or cause it to be constructed to final completion in accordance with the application and plans and specifications approved by the Surgeon General.

SECTION III — ACCEPTANCE

On behalf of The County of Yolo Assessment District No. 103
(Legal Name of Applicant)
(Madison Sewer Assessment District)

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this offer and make the assurances contained therein.

8/9/65 (Date)

H. Van Reyper (Signature of Representative)

H. Van Reyper - County Surveyor-Director of Public Works
(Name and Title of Representative - Type or Print)

PHS-2590-1
REV. 10-61 (Page 3)

GPO 936864

Micro Fiched

FILED
JUN 20 1967
LAURENCE P. HERMAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 67-36

GRANT OF TEMPORARY RIGHT-OF-WAY

Micro Filmed

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby grants permission to the MADISON SERVICE DISTRICT, its agents and contractors, sub-contractors and their agents and employees, to enter upon our land described hereinbelow for the purpose of constructing a sewer and water system in the State Highway property and public right-of-way which adjoins my property, together with all of the necessary incidents to accomplishing this construction.

My real property over which I give temporary permission to enter is located in the County of Yolo, State of California, described as follows:

> The North 30 feet of the West 400 feet of the property described in the deed from Felisofia G. Gomez to the County of Yolo and recorded in Book 824 of Official Records at page 619 on April 11, 1966 in the Office of the County Recorder of Yolo County, California.

It is understood that the right hereby granted to the District is a temporary right of entry for the purpose of constructing the proposed District sewer and water system, including but not limited to placing men, material, earth and equipment on the right-of-way, but the undersigned does not give the District the right to place any permanent improvements, waste or spoil upon my real property.

Access to my adjoining real property shall be kept open as much as is reasonably possible during construction.

Micro Filmed

Upon completion of the construction, or prior to January 30, 1968, whichever occurs first the District shall return my property to as near the same prior condition as can reasonably be done.

DATED June 5, 1967.

Micro Fiched

COUNTY OF YOLO

By _____
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

_____
LANDOWNER

ACCEPTED: MADISON SERVICE DISTRICT

By Clifford R. Schenney

DATED: June 19, 1967

Micro Fiched

FILED

JUN 16 1967

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

AGREEMENT NO. 67-37

CO-OPERATIVE AGREEMENT
(For Improving Russell Boulevard Between State Highway 113 and "A" Street in the City of Davis)

Micro Fiched

This Agreement made and entered into this 5th day of June 1967, by and between the County of Yolo, hereinafter called "Yolo" and the City of Davis, hereinafter called "City".

WHEREAS, Yolo, by action of Resolution No. 65-139 indicated its intention to participate in the widening and improvement of Russell Boulevard between State Highway 113 and "A" Street in the City of Davis in co-operation with the University of California at Davis and the City of Davis; and

WHEREAS, the City of Davis has now completed the preparation of plans, specifications and estimates for such project.

NOW, THEREFORE, in consideration of the premises and mutual benefits to be derived from such construction, the parties agree as follows:

ARTICLE I

City Agrees as Follows:

1. To prepare plans, specifications, cost estimates and do all necessary things to award a contract for the reconstruction of Russell Boulevard between State Highway 113 and A Street. Said work shall consist generally of concrete curbs, gutters, sidewalks, asphalt paving, bike paths, street lighting, landscaping, storm drain systems, right of way acquisition, and all other appurtenances in accordance with the plans prepared by the office of the City Engineer and approved by the Yolo County Public Works Director.

2. That the City will obtain approval of Yolo subsequent to opening bids and prior to the awarding of a contract.

3. That City will administer the contract and inspect the work to assure compliance with plans and specifications.

Micro Fiched

4. Davis agrees to furnish all necessary matching funds for the 186.1 funds granted by Yolo under this agreement pursuant to Section 186.5 of the Streets and Highways Code.

Micro Fiched

5. That City, subsequent to completion of work, shall be responsible thereafter for all maintenance and operation of all facilities to be installed on both Russell Boulevard and that portion of "A" Street southerly of Russell Boulevard which is not within the limits of the campus of the University of California.

ARTICLE II

Yolo Agrees as Follows:

1. To reimburse the City from Yolo County's Section 186.1 gas tax apportionments of the Yolo County Road Fund in accordance with the following schedule:

Contract Bid Item	Percentage To Be Paid By Yolo County
I. 1. Clearing & Grubbing, Removals	33.33%
2. A.C. Paving	33.33%
3. Aggregate Base	33.33%
4. Aggregate Subbase	33.33%
II. 1. Vertical Curb & Gutter	33.33%
2. 4" Conc. Sidewalk, Driveways, Median Filler & Bike Openings (not including 4" concrete sidewalk repairs)	33.33%
3. Barrier Curb	33.33%
4. Modified Type E Curb & Gutter	33.33%
5. Bollards Complete	33.33%
6. Bike Path	33.33%
7. A.C. Berm	33.33%
8. Relocate Chain Link Fence	33.33%
III. 1. Street Lighting	0
2. Traffic Signals	33.33%
IV. 1. Water Modifications	20%
2. 8" Cast Iron Water Main	33.33%
V. 1,2,3,4,5,6,7 Storm Drainage System	33.33%
VI. 1. Landscaping	0
2. Sprinkler System	0
Engineering & Inspection	27.56%

Micro Fiched

2. Yolo shall deposit with City an amount calculated in accordance with the above schedule and based upon the bid prices of the successful bidder and shall include Yolo's percentage of engineering costs expended as of that date, with said amount being paid within thirty (30) days after approval of the low bidder. Final payment to the City shall be based upon the percentages for those items of work indicated above as actually installed and paid to the Contractor. Said final payment shall be made to the City within thirty (30) days after acceptance by City and submittal of final quantities and engineering costs to Yolo for approval.

Micro Fiched

IN WITNESS WHEREOF the parties have hereunto set their hand the day and year first above written.

COUNTY OF YOLO

Chairman of the Board of Supervisors
County of Yolo, State of California

CITY OF DAVIS

Kent Hill

APPROVED AS TO FORM:

County Counsel

Micro Fiched

Amended by Minute Order 67-643

AGREEMENT NO. 67-38

SCHOOL CROSSING GUARD AGREEMENT

This AGREEMENT, made and entered into on June 5, 1967, by and between the DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, State of California, hereinafter called "State" and the COUNTY OF YOLO, hereinafter called "County."

Micro Fiched

WITNESSETH:

WHEREAS, the Board of Supervisors of the County of Yolo, is desirous of providing adequate protection for school pupils who are required to cross heavily traveled streets, highways and roadways in said County; and

WHEREAS, such protection could be afforded such school pupils by placing crossing guards at various locations in said County; and

WHEREAS, the State is willing and desirous of providing such crossing guards;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The State shall provide the services of crossing guards and relief guards as necessary at each of the locations shown on School Crossing Guard Location List attached hereto and by this reference made a part hereof, during the hours when pupils are walking to and from nearby schools on school days during the school year ending not later than June 30, 1968. Salaries and wages shall be at rates usual for such services, as the State may determine.

2. As consideration for the satisfactory performance of the foregoing services, Board agrees to reimburse State for salaries and wages, for the State's share of retirement contributions for such guards, applicable administration costs of the State Employees Retirement System, health and welfare benefits, OASDI contributions, and in addition shall pay an amount equal to sixteen and one-half per cent (16½) of such reimbursable salaries and wages for general administrative expenses.

Micro Fiched

3. Not later than 30 days after the close of each month State shall bill County for all sums due for that month, and County shall promptly pay the same.

Micro Fiched

4. From time to time during the term hereof, County may by resolution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefor shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

5. The term of this agreement shall be from July 1, 1967, to June 30, 1968, but this agreement shall be subject to termination by either party upon giving the other party thirty (30) days' written notice prior to date of termination.

6. Notices and communications hereunder shall be given by either party to the other at their respective addresses as follows:

Department of California Highway Patrol
Administrative Services Division
P. O. Box 898
Sacramento, California 95804

County of YOLO
BOARD OF SUPERVISORS
COURTHOUSE
WOODLAND, CALIFORNIA 95695

7. County agrees to the extent allowed by law to indemnify, defend, and save harmless State, its officers, employees, and servants from any liability imposed by law including, but not limited to, § 895.2 of the Government Code, for injury or damages caused by any act or omission by any of County's officers, employees, servants, or enrollees occurring in the performance, or otherwise arising out of this agreement.

8. State agrees to the extent allowed by law to indemnify, defend, and save harmless County, its officers, employees, and servants from any liability imposed by law including, but not limited to, § 895.2 of the Government Code, for any injury or damages caused by any act or omission by any of State's officers, employees, servants, or enrollees occurring in the performance, or otherwise arising out of this agreement.

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8. The attached Form 3, Fair Employment Practices Addendum, is incorporated in and made a part of this contract by reference.

Micro Fiched

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

BY _____
(Authorized Signature)

TITLE _____

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Approved as to Form
Dated June 6, 1967
County Counsel of Yolo County

Micro Fiched

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

Micro Fiched

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

STD. FORM 3 (4/65)

42638-750 50M 3-65 OSP

Micro Fiched

1. State shall provide the services of five (5) crossing guards at the following locations:

Micro Fiched

1. West Acres Elementary School - West Capitol Avenue (formerly Highway 40) and West Acres Road.

2. Westmore Oaks Elementary School - 16th and Park Boulevard (State Route 99).

3. Arlington Oaks School - Jefferson Boulevard and Devon Avenue - West Sacramento.

4. Grafton Elementary School - State Highway 113 at 6th Street in the Town of Knights Landing.

5. Dunnigan School - Town of Dunnigan.

Micro Fiched

FILED

JUN - 5 1967

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT NO. 67-39

L E A S E

Micro Fiched

THIS LEASE, made and entered into this 5th day of June, 1967, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LESSOR, and PETER DEVENCENZI, hereinafter referred to as LESSEE,

W I T N E S S E T H:

IT IS MUTUALLY AGREED as follows:

1. Leasing and Term: LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the house and lot owned by LESSOR located at 823 Court Street, Woodland, Yolo County, California, for a term commencing on June 5, 1967, and ending on June 4th, 1968, unless the term is earlier terminated by either party in a written notice of intention to terminate, in which case termination shall be no earlier than thirty (30) days from date of receipt by either party of said notice to terminate.

2. Rent: The rent therefor shall be the sum of Seventy-five Dollars ($75.00) per month, payable on the 5th day of each month.

3. Use of Premises: LESSEE shall use said premises only as a private residence, and in connection therewith shall comply with all governmental laws and regulations.

4. Assignment and Sub-Letting: LESSEE shall neither assign this lease, nor sub-let the whole or any part of said premises, without the written consent of LESSOR.

5. Waiver of Benefits: LESSEE hereby waives all rights and benefits under §§ 1941 and 1942 of the California Civil Code, and hereby releases, and promises to indemnify and save harmless, LESSOR from any and all claims, demands, liability , and actions

Micro Fiched

for damages which may be sustained by LESSEE, or any other persons, during the time LESSEE may be in possession of said premises.

6. Utilities: LESSEE shall pay for all utilities including, but not limited to, water, gas, electricity, garbage removal and telephone services.

Micro Fiched

7. Garden and Grounds: LESSEE shall, at his own cost and expense, maintain the garden and grounds in a good and husband-like manner.

8. Waste and Alterations: LESSEE will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance, and LESSEE will not make or suffer to be made any alterations of the premises or any part thereof without the written consent of LESSOR first had and obtained.

9. Surrender of Premises: LESSEE shall promptly surrender the premises to LESSOR at the expiration of the term of this Lease, in good order and repair, reasonable wear and tear and damage of the elements excepted.

10. Attorney's Fees: In the event that LESSOR should bring suit for the possession of the premises, for the recovery of any sum due under, or because of, the breach of any covenant in this Lease, or for any other relief against LESSEE, declaratory or otherwise, or should LESSEE bring any action for any relief against LESSOR, declaratory or otherwise, arising out of this Lease, and LESSOR should prevail in any such suit, LESSEE shall pay LESSOR a reasonable attorney's fee, which shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment.

11. Personal Property: LESSEE shall not vacate or abandon the premises at any time during the term, and if LESSEE shall abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to LESSEE and left on the premises shall be deemed to be abandoned

Micro Fiched

at the option of the LESSOR, except such property as may be mortgaged to LESSOR.

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12. Conditional Limitations: Each term and each provision of this Lease performable by LESSEE shall be construed to be both a covenant and a condition.

13. Waiver: One or more waivers by LESSOR of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LESSOR'S consent to or approval of any act by LESSEE requiring LESSOR'S consent or approval shall not be deemed to waive or render unnecessary LESSOR'S consent to or approval of any subsequent similar act by LESSEE.

14. Binding on Successors: Subject to conditions herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate, this 5th day of June, 1967.

LESSOR -
COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

LESSEE -

_____
PETER DEVENCENZI

Micro Fiched

FILED

JUN 12 1967

LAURENCE P. HORIGAN, CLK

By Pauline A. Rodgers Deputy

AGREEMENT NO. 67-40

THE STANDARD FORM OF AGREEMENT

BETWEEN

OWNER AND ARCHITECT

Micro Fiched

THIS AGREEMENT made the first day of June

in the year Nineteen Hundred and Sixty-Seven

by and between COUNTY OF YOLO

hereinafter called the Owner, and ROBERT E. CRIPPEN, A.I.A. and

ALFRED J. GRAF, A.I.A. hereinafter called the Architect.

WITNESSETH, that whereas the Owner intends to erect

REMODELING OF WEST SACRAMENTO ADMINISTRATION BUILDING

hereinafter called the Work,

NOW, THEREFORE, the Owner and the Architect, for the considerations hereinafter named, agree as follows:

The Architect agrees to perform, for the above-named Work, professional services as hereinafter set forth.

The Owner agrees to pay the Architect for such services a fee of $ 12.50 per hour hereinafter called the Basic Rate.

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AGREEMENT BETWEEN OWNER AND ARCHITECT

The parties hereto further agree to the following conditions:

1. The Architect's Services: The Architect's professional services consist of the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full size detail drawings, for architectural, structural, plumbing, heating, electrical and other mechanical work, drafting of forms of proposals and contracts; the issuance of certificates of payment, keeping of accounts, the general administration of the business and supervision of the Work.

2. Reimbursements: The Owner is to reimburse the Architect the costs of transportation and living incurred by him and his assistants while traveling in discharge of duties connected with the project, the cost of all reproductions of drawings, the cost of any special consultants, and other disbursements on his account approved by the Owner.

3. Extra Services and Special Cases: If the Architect is caused extra drafting or other expense due to changes ordered by the Owner, or due to the delinquency or insolvency of the Owner or Contractor, or as a result of damage by fire, he shall be equitably paid for such extra expense and the service involved.

Work let on any cost-plus basis shall be the subject of a special charge in accord with the special service required.

If any work designed or specified by the Architect is abandoned or suspended, in whole or in part, the Architect is to be paid for the services rendered on account of it.

4. Payments: Payments to the Architect on account of his fee shall be made upon presentation of monthly statement subject to the provisions of Article 3.

Micro Fiched

AGREEMENT BETWEEN OWNER AND ARCHITECT

The Owner shall provide all legal advice and services required for the operation.

The Owner shall pay for all borings and tests required.

Micro Fiched

6. Supervision of the Work: The Architect will endeavor by general supervision to guard the Owner against defects and deficiencies in the work of contractors, but does not guarantee the performance of their contracts. The general supervision of the Architect is to be distinguished from the continuous on-site inspection.

7. Preliminary Estimates: When requested to do so the Architect will furnish preliminary estimates on the cost of the Work, but he does not guarantee such estimates.

8. Definition of the Cost of the Work: The cost of the Work, as herein referred to, means the cost to the Owner, but such cost shall not include any Architect's or Special Consultants' fees or reimbursements or the cost of a clerk-of-the-works.

When labor or material is furnished by the Owner below its market cost, the cost of the work shall be computed upon such market cost.

9. Ownership of Documents: Drawings and Specifications as instruments of service are the property of the Architect whether the work for which they are made be executed or not, and are not to be used on other work except by agreement with the Architect.

10. Successors and Assignments: The Owner and the Architect, each binds himself, his partners, successors, legal representatives and assigns to the other party to this agreement, and to the partners, successors, legal representatives and assigns of such other party in respect of all covenants of this agreement.

Except as above, neither the Owner or the Architect shall assign, sublet or transfer his interest in this agreement without the written consent of the other.

11. Arbitration: All questions in dispute under this agreement shall be submitted to arbitration at the choice of either party, in accordance with the provisions, then obtaining, of the Standard Form of Arbitration Procedure of The American Institute of Architects.

The Owner and the Architect hereby agree to the full performance of the covenants contained herein.

In Witness Whereof they have executed this agreement, the day and year first above written.

OWNER _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA.

ARCHITECT _____

ARCHITECT _____

Approved as to Form
Dated JUNE 13, 1967
_____
County Counsel of Yolo County

Micro Fiched

FILED
JUL 10 1967
LAURENCE P. HENIGAN, Clerk
By [redacted] Deputy

AGREEMENT NO. 67-41

This agreement entered into this 26th day of June, 1967, by and between the MADISON SERVICE DISTRICT, a community services district, the COUNTY OF YOLO, and the YOLO COUNTY HOUSING AUTHORITY,

Micro Fiched

W I T N E S S E T H

WHEREAS the MADISON SERVICE DISTRICT anticipates constructing and maintaining a water and sewer system for its district, and,

WHEREAS it will be to the mutual benefit of the parties to install a connection for the water systems of the district and of the water system of the YOLO COUNTY HOUSING AUTHORITY, Madison, California, for the emergency use of either of the parties upon the future, express agreement of the parties,

NOW, THEREFORE, it is agreed as follows:

1. Each of the parties agree that the MADISON SERVICE DISTRICT at its sole cost and expense may construct and connect a water system of the YOLO COUNTY HOUSING AUTHORITY water system according to the plans and specifications presently prepared and approved by the MADISON SERVICE DISTRICT.

2. MADISON SERVICE DISTRICT shall have the sole responsibility to maintain the water line and connection in a good state of repair at its sole cost and expense.

Micro Fiched

3. The COUNTY OF YOLO and YOLO COUNTY HOUSING AUTHORITY hereby grants to the MADISON SERVICE DISTRICT, its agents, contractors, subcontractors and employees, the right to enter upon the real property owned or controlled by them for the purpose of constructing, installing and maintaining said water pipeline and connection during the term of this agreement.

4. The MADISON SERVICE DISTRICT shall hold the other parties free and harmless from all claims, demands and actions arising from any act, omission or negligence of the district, its contractors, subcontractors, agents or employees, or arising from any accident, injury or damage whatsoever caused to any person or property occuring in, or about the premises used for or adjoining the construction project or hereafter arising from the maintenance of said water system, and shall further hold said parties harmless from and against all costs, expenses and liabilities incurred in and or in connection with any such claim or proceeding brought thereon.

During the term of this agreement the district shall maintain at its own expense a policy or policies of comprehensive liability insurance, including property damage in an amount and with companies satisfactory to the COUNTY OF YOLO and YOLO COUNTY HOUSING AUTHORITY that will insure against liability for injury to persons and property or for the death of any person or persons occurring in or about said improvement. It is agreed, however, that each of the parties shall be liable for their own acts, omissions or negligence.

5. None of the parties shall use the water or water system of the other without the future express consent of the other parties, except that the water connections may be opened for routine maintenance and inspection.

None of the parties agree to furnish water to any other party without the further express mutual agreement of all of the parties. It is agreed that none of the parties shall incur any obligation to furnish water to any other party by the execution of this agreement and each of the parties shall hold harmless the

Micro Fiched

others from any claim, demand, or proceedings and all costs, expenses and liabilities incurred in or in connection with any such demand or claim brought as a result of the failure or refusal of one party to supply water to the other party or supply water through the system or facilities of the other party.

6. This agreement may be terminated by any of the parties by giving written notice of intention so to do.

DATED: June 26, 1967.

MADISON SERVICE DISTRICT

Original signed-
By Clifford R. Schwarz

COUNTY OF YOLO

By /s/ W.W. Conner
Vice Chairman, Board of Supervisors.

Approved as to Form
Dated June 22, 1967
CHARLES R. MACK
s/s F. William Deaman, Deputy
County Counsel of Yolo County

YOLO COUNTY HOUSING AUTHORITY

Original signed-
By Haig Shamshoian

Micro Fiched
Micro Fiched

FILED

AUG 21 1967

LAURENCE P. HENIGAN, Clerk

By [signature] Deputy

AGREEMENT NO. 67-42

SCHOOL CROSSING GUARD AGREEMENT

This AGREEMENT, made and entered into on June 15, 1967, by and between the DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, State of California, hereinafter called "State" and the COUNTY OF YOLO, hereinafter called "County."

Micro Fiched

WITNESSETH:

WHEREAS, the Board of Supervisors of the County of Yolo, is desirous of providing adequate protection for school pupils who are required to cross heavily traveled streets, highways and roadways in said County; and

WHEREAS, such protection could be afforded such school pupils by placing crossing guards at various locations in said County; and

WHEREAS, the State is willing and desirous of providing such crossing guards;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The State shall provide the services of crossing guards and relief guards as necessary at each of the locations shown on School Crossing Guard Location List attached hereto and by this reference made a part hereof, during the hours when pupils are walking to and from nearby schools on school days during the school year ending not later than June 30, 1968. Salaries and wages shall be at rates usual for such services, as the State may determine.

2. As consideration for the satisfactory performance of the foregoing services, Board agrees to reimburse State for salaries and wages, for the State's share of retirement contributions for such guards, applicable administration costs of the State Employees Retirement System, health and welfare benefits, OASDI contributions, and in addition shall pay an amount equal to sixteen and one-half per cent (16½) of such

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reimbursable salaries and wages for general administrative expenses.

3. Not later than 30 days after the close of each month State shall bill County for all sums due for that month, and County shall promptly pay the same.

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4. From time to time during the term hereof, County may by resolution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefor shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

5. The term of this agreement shall be from July 1, 1967, to June 30, 1968, but this agreement shall be subject to termination by either party upon giving the other party thirty (30) days' written notice prior to date of termination.

6. Notices and communications hereunder shall be given by each party to the other at their respective addresses as follows:

Dept. of California Highway Patrol Administrative Services Division P. O. Box 898 Sacramento, California 95804	County of Yolo BOARD OF SUPERVISORS COURTHOUSE WOODLAND, CALIFORNIA 95695

7. County shall indemnify and save harmless State, its officers and employees, from all liability for damages caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

8. The attached Form 3, Fair Employment Practices Addendum, is incorporated in and made a part of this agreement by reference.

County YOLO

By
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

By

Dept. of California Highway Patrol

By
Administrative Services Officer

Date JUN 27 1967

CHARLES R. MACK

By
County Counsel of Yolo County

Micro Fiched

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

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2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

42638-750 50M 3-65 OSP

Micro Fiched

1. State shall provide the services of five (5) crossing guards at the following locations:

1. West Acres Elementary School - West Capitol Avenue (formerly Highway 40) and West Acres Road.

Micro Fiched

2. Westmore Oaks Elementary School - 16th and Park Boulevard (State Route 99).

3. Arlington Oaks School - Jefferson Boulevard and Devon Avenue - West Sacramento.

4. Grafton Elementary School - State Highway 113 at 6th Street in the Town of Knights Landing.

5. Dunnigan School - Town of Dunnigan.

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YOLO COUNTY
AGREEMENT NO. 67-43

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH

Immunization Project Grant Agreement

LAURENCE P. HORN, County Clerk
By Barbara A. Rodgers Deputy

Project No. V-67-5-94B

Contract No. 17

Micro Fiched

This agreement is made and entered into the 30th day of June, 1967 at Berkeley, California, by and between the State of California, through its Department of Public Health, hereinafter called the State, and the County of Yolo hereinafter called the Contractor.

WITNESSETH

WHEREAS, the Congress of the United States, through the Public Health Service of the Department of Health, Education and Welfare, has made a grant to the State of California to assist in carrying out immunization programs, to protect the population, especially all preschool children, against poliomyelitis, diphtheria, whooping cough, tetanus and measles, and;

WHEREAS, local health departments and other public agencies of the State of California may qualify for these immunization project funds in support of activities approved by the State; and

WHEREAS, the Contractor has submitted to the State a proposal for expanding his immunization activities, in pertinent part attached Exhibit A; and

WHEREAS, said proposal has been approved in its amended form for funding by the State;

NOW THEREFORE, it is mutually agreed as follows:

1. The Contractor will carry out the services according to the approved immunization proposal and in accordance with applicable Federal, State and local laws and regulations and said approved Exhibit A, which Exhibit A is by this reference made a part here of.

2. The period of this contract shall be from July 1, 1967 to and including June 30, 1968.

3. Periodic progress reports and a final report of project operations shall be submitted to the State.

4. State shall reimburse the Contractor in arrears not more frequently than monthly, for actual expenditures in accordance with the budget herein contained, upon receipt of invoices in triplicate. The total liability of the State under this contract shall not exceed $17,899.00.

Micro Fiched

5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

6. For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $18.75 per hour during any 24-hour period, or (2) $150 for any 24-hour period, inclusive of Contractor's overhead, profits, and expenses. In addition, the Contractor may be reimbursed for necessary traveling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.

7. The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that, no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of; or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first written above.

Micro Filmed
Review by Department of Finance not required per letter dated December 27, 1966

STATE OF CALIFORNIA
Department of Public Health

By _____
G. Leonard Johnston, Assistant Chief
Division of Administration

Contractor County of Yolo

By _____
Vice-CHAIRMAN, Board of Supervisors

Address P.O. Box 1157, Woodland

Item 128,CH 1967/68
Appropriation _____ F.Y. _____
General
Function or Fund 093.40.1 V-67-5-94 B
Yolo County Immuniz. Proj.
Line Item Allotment $17,899.00

Amount of this Estimate

$ 17,899.00

Department of General Services
APPROVED
JUL 25 1967
By ANDREW B. LOLL, Director

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. _____ or B.R. No. _____).

Accounting Officer

Micro Filmed

EXHIBIT A

DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
BUREAU OF STATE SERVICES (COMMUNITY HEALTH)
WASHINGTON, D.C. 20201

TO BE COMPLETED BY PHS
DATE RECEIVED
PHS ACCOUNT NUMBER
GRANT NUMBER Micro Fiched

APPLICATION FOR HEALTH SERVICES PROJECT GRANT

1. GRANT PROGRAM

- ☐ CANCER CONTROL
- ☐ COMMUNITY HEALTH SERVICES
- ☐ MIGRANT HEALTH SERVICES
- ☐ MENTAL RETARDATION
- ☐ NEUROLOGICAL AND SENSORY DISEASE SERVICES
- ☐ TUBERCULOSIS CONTROL
- ☒ VACCINATION ASSISTANCE
- ☐ VENEREAL DISEASE CONTROL
- ☐ OTHER (Specify) _____

2. PROJECT TITLE

Yolo County Immunization Project

3. NAME AND ADDRESS OF APPLICANT ORGANIZATION

California State Department of Public Health
2151 Berkeley Way
Berkeley, California 94704

6. NAME, TITLE, AND ADDRESS OF PROJECT DIRECTOR

Herbert Bauer, M.D., Public Health Director
and Director of Mental Health
Yolo County Health Department
P. O. Box 1157
Woodland, California 95695

TELEPHONE NO.: 662-3241 Ext. 250

4. NAME AND TITLE OF AUTHORIZED OFFICIAL

Lester Breslow, M.D., Director
California State Department of Public Health

TELEPHONE NO.: 843-7900 Ext. 201

7. TYPE OF APPLICATION

- ☐ INITIAL
- ☒ CONTINUATION
- ☐ RENEWAL
- ☐ REVISION

8. PROJECT PERIOD REQUESTED OR APPROVED

FROM 7/1/66 THROUGH 6/30/69

5. PAYEE (Name, Title, and Address)

Jessie McClay, Accounting Officer
California State Department of Public Health

TELEPHONE NO.: 843-7900 Ext. 585

9. GENERAL LEVEL OF SUPPORT REQUESTED

PORTION OF PROJECT PERIOD

	FROM	THROUGH	AMOUNT
01	7/1/66	6/30/67	$ 19,145.00
02	7/1/67	6/30/68	17,899.00
03	7/1/68	6/30/69	12,000.00
04			
05			
		TOTAL	$ 49,044.00

10. APPLICANTS' CERTIFICATION: The undersigned accept, as to any grant awarded, the obligation to comply with the terms and conditions in the Health Services Project Grants Manual; the undersigned agree to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the Regulation issued pursuant thereto and state that the Assurance of Compliance with such Regulation (Form HEW-441) which has previously been filed by the applicant, or is attached, applies to this project; the undersigned also certify that they have no commitments or obligations, including those with respect to inventions inconsistent with Department regulations. (42 CFR, Part 8)

SIGNATURE OF AUTHORIZED OFFICIAL	DATE	SIGNATURE OF PROJECT DIRECTOR	DATE
		[illegible]	

11. STATE HEALTH OFFICER'S RECOMMENDATION

I recommend this application be:

☐ APPROVED ☐ DISAPPROVED

SIGNATURE _____ DATE _____

12. REGIONAL HEALTH DIRECTOR'S RECOMMENDATION

I recommend this application be:

☐ APPROVED ☐ DISAPPROVED

SIGNATURE _____ DATE _____

☆ U.S. GOVERNMENT PRINTING OFFICE: 1965 - 771-031

FORM APPROVED
BUDGET BUREAU NO. 68-R166

Micro Fiched

13. BUDGET FOR 12-MONTH PORTION OF PROJECT PERIOD			NO. OF POS.	ANNUAL SALARY	TIME OF EFFORT	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS	
	FROM	THROUGH					APPLICANT OR OTHER	REQUESTED FROM PHS
02	7/1/67	6/30/68	a	b	c	1	2	3
A. PERSONNEL				$			$	$
Director of Public Health			1	12,200.	2%	324.	324.	
Asst. Director of Public Health			1	13,934.	10%	1,393.	1,393.	
Director of Public Health Nursing			1	9,300.	5%	465.	465.	
Supervising Public Health Nurse			1	8,112.	10%	811.	811.	
Public Health Nurse (Equivalent)			1	7,320.	10%	732.	732.	
Clerk (Equivalent)			1	4,153.	10%	416.	416.	
Administrative Assistant			1	6,324.	5%	317.	317.	
Public Health Nurse (Equivalent)			1	7,320	100%	7,320.		7,320.
Intermediate Typist-Clerk			1	4,153	100%	4,153.		4,153.
Hourly Help (Health Education Tr.)						1,000.		1,000.
Benefits (Project Staff)						1,407.		1,407.
5% Salary Increase for Public Health Nurse and Typist-Clerk						574.		574.
		SUB-TOTAL				$ 18,977.	$ 4,518.	$ 14,459.
B. SUPPLIES								
Office Supplies						300.		300
		SUB-TOTAL				$ 300.	$	$ 300.
C. TRAVEL								
Public Health Nurse						300.		300.
Present (Non-Grant) Staff						600.	600.	
Out-of-County Out-of-State						200.		200.
		SUB-TOTAL				$ 1,100.	$ 600.	$ 500.
SUB-TOTAL THIS PAGE (carried forward to page 3)						$ 20,377.	$ 5,118.	$ 15,259.

PHS-4744-1 (PAGE 2)
2-65

U.S. GOVERNMENT PRINTING OFFICE: 1965-771-032

Micro Fiched

Micro Fiched

Micro Fiched

13. BUDGET FOR 12-MONTH PORTION OF PROJECT PERIOD - Continued			TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS	
	FROM	THROUGH		APPLICANT OR OTHER	REQUESTED FROM PHS
02	7/1/67	6/30/68	1	2	3
SUB-TOTAL (Brought forward from page 2)			$ 20,377.	$ 5,118.	$ 15,259.
D. EQUIPMENT					
SUB-TOTAL			$ -0-	$ -0-	$ -0-
E. OTHER					
Health Education Material			300.		300.
Clinic Supplies			1,725.	1,225.	
Vaccine (see detail sheet)			5,260.	2,920.	2,340.
SUB-TOTAL			$ 6,785.	$ 4,145.	$ 2,640.
F. REQUESTED FROM PHS	1. CASH GRANT				$ 17,899.
Polio Vaccine 1,100 @.24¢	2. DIRECT ASSISTANCE				$
G. TOTAL DIRECT COSTS OF PROJECT			$ 27,162.	$ 9,263.	$ 17,899.

14. INDIRECT COSTS			14c. FOR PHS USE ONLY
A. ☐ NO INDIRECT COST ALLOWANCE REQUESTED			ADC
B. AN INDIRECT COST ALLOWANCE REQUESTED AT THE FOLLOWING RATE:			RATE
	INITIAL OR RENEWAL	CONTINUATION	PDCA
1. ESTABLISHED RATE OF ____ %			TDC
2. PROVISIONAL RATE OF 20%			PHS TOTAL
3. PROVISIONAL RATE OF ____ %			

15. SOURCES OF OTHER FUNDS (Identify "1", "2", "3" separately)	
Yolo County Health Department budget.	10,759.
TOTAL	$ 10,759.

U.S. GOVERNMENT PRINTING OFFICE : 1965 - 771-033
Micro Fiched

Micro Fiched

16. ESTIMATE OF FUTURE REQUIREMENTS FOR EACH 12-MONTH PORTION OF PROJECT PERIOD				TOTAL AMOUNT REQUIRED 1	SOURCE OF FUNDS: APPLICANT OR OTHER 2	SOURCE OF FUNDS: REQUESTED FROM PHS 3
02	FROM	THROUGH	TOTAL	$	$	$
			PERSONNEL			
			SUPPLIES			
			TRAVEL			
			EQUIPMENT			
			OTHER			
03	FROM 7/1/68	THROUGH 6/30/69	TOTAL	$ 26,778	$ 10,759	$ 16,019
			PERSONNEL	13,977	4,518	14,459
			SUPPLIES	500		500
			TRAVEL	1,360	600	760
			EQUIPMENT	-0-	-0-	-0-
			OTHER	5,941	5,641	300
04	FROM	THROUGH	TOTAL	$	$	$
			PERSONNEL			
			SUPPLIES			
			TRAVEL			
			EQUIPMENT			
			OTHER			
05	FROM	THROUGH	TOTAL	$	$	$
			PERSONNEL			
			SUPPLIES			
			TRAVEL			
			EQUIPMENT			
			OTHER			

17. OTHER GRANT SUPPORT SOURCE AND GRANT NUMBER	PROJECT TITLE	PERIOD OF SUPPORT	AMOUNT
			$
MD06D (037) Contract #147	Nursing Care & Health Supervision of Families of Migrant Workers	1966-1967	29,715
Contract #282All Amended	Cervical Cytology Screening Program NOT TO EXCEED	1965-1967	2,300
047-40 #305 Amended	Health Referral Service Medical Rejectee NOT TO EXCEED	10/1/65 4/30/67	1,200

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16. ESTIMATED OBLIGATIONS OF GRANT FUNDS FOR CURRENT BUDGET PERIOD, FROM: July 1, 1966 THROUGH: June 30, 1967

A. FUNDS AVAILABLE FOR OBLIGATION

1. AMOUNT OF CURRENT CASH GRANT	$ 16,425	
2. BALANCE FROM PRIOR AWARDS	-0-	
3. TOTAL		$ 16,425

B. ESTIMATED OBLIGATIONS FOR BUDGET PERIOD

BUDGET CATEGORIES	ACTUAL OBLIGATIONS TO DATE (A)	ESTIMATED OBLIGATIONS FOR REMAINDER OF PERIOD (B)	TOTAL (C)
1. PERSONNEL	$ 8,254.69	$ 3,534.67	$ 11,789.36
2. SUPPLIES	240.40	300.00	540.00
3. TRAVEL	160.50	50.00	210.50
4. EQUIPMENT	188.71	203.84	392.55
5. OTHER	750.00	-0-	750.00
6. TOTAL DIRECT COSTS			$ 13,682.81
7. INDIRECT COST ALLOWANCE			$
8. TOTAL PHS FUNDS OBLIGATED			$ 13,682.81

C. ESTIMATED UNOBLIGATED BALANCE OF GRANT FUNDS AT CLOSE OF CURRENT BUDGET PERIOD (Item A3 minus Item B8) $ 2,742.19

REMARKS

Micro Fiched

Woodland, California

Agreement No. 67-44

June 19, 19 67

FILED

JUN 26 1967

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

Joseph F. Arroyo
Grantor

Micro Filmed

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 67-12 in the form of a Highway Easement Deed, covering the following described property:

A parcel of land being a portion of Lot 57 of Little Poultry Farms, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps, at Page 57, more fully described as follows:

COMMENCING at the Southwest corner of said Lot 57, said corner being at the intersection of the centerlines of Pecan Street and Michigan Boulevard; thence along the centerline of said Michigan Boulevard North 85°50'00" East 21.12 feet; thence North 14°34'00" East 21.12 feet to the intersection of the Easterly line of said Pecan Street with the Northerly line of said Michigan Boulevard, THE TRUE POINT OF BEGINNING; THENCE along said Northerly line North 85°50'00" East 25.11 feet to a point of cusp with a tangent curve concave to the Northeast, having a radius of 18.00 feet; thence Northwesterly along said curve through a central angle of 108°44'00", an arc length of 34.16 feet to a point of cusp with a tangent line, the Easterly line of said Pecan Street; thence along said Easterly line South 14°34'00" West 25.11 feet to the true point of beginning.

Containing 145 square feet.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on

Micro Filmed

this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall:

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A. Pay the undersigned grantor the sum of forty-one dollars ($41.00) for the property as conveyed by Highway Easement Deed No. 67-12 within ninety (90) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements (except those of record, and leases, recorded and unrecorded, subject only to general and special County taxes for the fiscal year 1967-68.

B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefor. This transaction will be handled through Escrow No. 57747 with Western Title Company of Woodland.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to Form
Dated JUN 26 1967
William Redmon
County Counsel
of Yolo County

Joseph F. Arruza

Grantor

Recommended for Approval,

By _____
Director of Public Works

COUNTY OF YOLO

_____
Vice Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Micro Filmed

WHITE—HEADQUARTERS
YELLOW—CONTRACTOR
PINK—DISTRICT OFFICE
GOLDENROD—FIELDMAN
GREEN—CONTROLLER
BLUE—PROJECT CONTROL

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

YOLO COUNTY
AGREEMENT NO. 67-45

No Federal Participation

SOURCE		CHARGE		EXPENDITURE AUTHORIZATION		SPECIAL DESIGNATION (USE WHEN APPLICABLE)	OBJECT	AMOUNT
DIST.	UNIT	DIST.	UNIT	GEN. LED. / SUB-ACCT.	MAINT. W/O / ROUTE NO.	PREFIX: BRIDGE NUMBERS; PARCEL OR CONTR. NO.; DRG. RPTS. LABR. CDS. ENCR. PRTS.; SUB-JOB NOS. LOCATIONS		
03	607	----------		503 Var.	WORK ORDER NO.		749	3,800.00

SERVICE CONTRACT

Micro Fiched

NOTE: THIS NUMBER TO BE PLACED ON ALL BILLS

No. 33978

Marysville, CALIFORNIA

July 1, 1967

SHEET 1 OF 3 SHEETS

County of Yolo, c/o Herb. W. Chandler, Agricultural Commissioner, P.O. Box 175, Woodland, California 95695

hereinafter called the contractor, hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Public Works, Division of Highways, in accordance with the provisions on both sides of this form and on the attached sheets, if any, and agrees to receive and accept as full compensation therefor the prices named herein:

To furnish labor, equipment and supplies required to control and/or eradicate Puncture Vine, Beardless Rye Grass, Johnson Grass, Russian Knapweed, Hoary Cress, Perennial Peppercress, Poison Oak, Cockle Burr, Mexican Whorled Milk Weed, Wooley Pod Milk Weed, Matrimony Vine, Bull Thistle, Purple Thistle, Yellow Star Thistle, Jimson Weed, Gost Grass, Medusa Grass, Russian Thistle, Sweet Anise and Sour Dock on State Highway rights of way, County Roads and other areas in the County of Yolo, as follows:

Route	Limits
128	Napa County Line to Winters
80	Solano County Line to Sacramento County Line
113	Solano County Line to Sutter County Line at Knights Landing
16	Colusa County Line to Sacramento County Line
45	Knights Landing to Colusa County Line
505	Solano County Line to Junction Route 5
84	Solano County Line to Junction Route 80
5	Between Woodland and Colusa County Line

It is understood that control and/or eradication of the above-mentioned noxious weeds, other than Puncture Vine, will be undertaken on State Highway rights of way only when similar action is being taken on the abutting properties and County roads.

Micro Fiched

FILED
JUL 21 1967
Richard Ridgeway

Micro Filmed

A.—The Contractor shall keep himself fully informed of and at all times observe and comply with and shall cause all his agents and employees to observe and comply with all state and national laws and county and municipal ordinances and regulations and orders of public bodies which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. He shall protect and indemnify the State of California and all officers and employees thereof, including but not limited to the Director and the State Highway Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his employees. If any discrepancy or any inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, or order, he shall report the same to the Engineer in writing.

B.—The attention of the Contractor is directed to, and he agrees to comply with, all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the prevailing rate of wages; and prohibiitng the employment of aliens on public works; and further agrees to the forfeitures provided for in said Code in the event a violation of any of the provisions occurs in the execution of this contract, and particularly to the provision that the Contractor shall, as a penalty to the State of California, forfeit $25.00 for each workman employed in the execution of the contract by the contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Sections 1810 to 1815 inclusive thereof.

C.—The attention of the Contractor is also called to and he agrees to comply with the provisions of the "Buy American" Act, Sections 4300 to 4305 of the Government Code, pertaining to use of materials and supplies produced or manufactured in the United States.

D.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other law applicable to the work to be done under the contract or to the service or equipment to be furnished hereunder.

E.—It is understood that the Contractor assumes all responsibility for repairs to his equipment during its use under this contract, and he also assumes all responsibility which may be imposed according to law for property damage or personal injuries caused by his operations under this contract.

F.—The cost of employer payments to or on behalf of employees, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments including sales taxes required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, except as otherwise specifically provided herein.

G.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Public Works of the State of California.

H.—Alterations, extensions of time, extra and additional work, and other authorized changes may be made without securing the consent of the sureties on the contract bonds.

I.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right

Micro Filmed

WHITE—HEADQUARTERS
YELLOW—CONTRACTOR
PINK—DISTRICT OFFICE
GOLDENROD—FIELDMAN
GREEN—CONTROLLER
BLUE—PROJECT CONTROL

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

No Federal Participation

SOURCE		CHARGE		EXPENDITURE AUTHORIZATION		SPECIAL DESIGNATION (USE WHEN APPLICABLE)	OBJECT	AMOUNT
DIST.	UNIT	DIST.	UNIT	GEN. LED. / SUB-ACCT.	MAINT. W/O / ROUTE NO.	PREFIX: BRIDGE NUMBERS / PARCEL OR CONTR. NO. / DMG. RPTS. LABR. / COS. ENGR. PMTS. / SUB-JOB NOS. / LOCATIONS		
03	607	---	---	WORK ORDER NO. $03 Var.			749	3,800.00

SERVICE CONTRACT

Micro Fiched

NOTE: THIS NUMBER TO BE PLACED ON ALL BILLS

No. 33978

Marysville, CALIFORNIA

July 1, 19 67

SHEET 2 OF 3 SHEETS

County of Yolo, c/o Herb. W. Chandler, Agricultural Commissioner, P.O. Box 175, Woodland, California 95695

hereinafter called the contractor, hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Public Works, Division of Highways, in accordance with the provisions on both sides of this form and on the attached sheets, if any, and agrees to receive and accept as full compensation therefor the prices named herein:

It is further understood that the following rates for labor, equipment and supplies will apply.

Labor	$3.51 per hour
Spraying Outfit complete	12.00 per day
Supplies	Cost plus Sales Tax, if such applies

The County of Yolo Agrees, pursuant to Government Code Section 895.4, to indemnify and hold harmless the State of California from any liability imposed for injury (as defined by Government Code Section 810.8) caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

This Contract is in accordance with the Fair Employment Practices Addendum attached hereto and made a part hereof.

AMOUNT NOT TO EXCEED: $3,800.00

TIME LIMIT: June 30, 1968

Micro Fiched

This Contract supersedes Service Contract No. 33310 which expires June 30, 1967.

The said Department of Public Works, Division of Highways, hereby agrees to the terms as above set forth, and hereby agrees to pay the same, provided, that by mutual consent this agreement may be modified or terminated at any time.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the year and date first above written.

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

By [signature] Form
Assistant District Engineer

Approved [signature] June 30, 1967

[signature] Charles K. Harris
By [signature] William Beckman Jr.
County Counsel
of Yolo County

ASSISTANT DISTRICT ENGINEER
JUL 13 1967

COUNTY OF YOLO
Contractor

By W.W. Carmon
Vice-Chairman, Board of Supervisors
Title or Position

MAIL BILLS IN TRIPLICATE TO:

EST. 2569. 17428-500 3-64 SOM 8851 Dist. 3 Sac. 5

FORM A-284 (REV 2-1-54)

A.—The Contractor shall keep himself fully informed of and at all times observe and comply with and shall cause all his agents and employees to observe and comply with all state and national laws and county and municipal ordinances and regulations and orders of public bodies which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. He shall protect and indemnify the State of California and all officers and employees thereof, including but not limited to the Director and the State Highway Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his employees. If any discrepancy or any inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, or order, he shall report the same to the Engineer in writing.

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B.—The attention of the Contractor is directed to, and he agrees to comply with, all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the prevailing rate of wages; and prohibiitng the employment of aliens on public works; and further agrees to the forfeitures provided for in said Code in the event a violation of any of the provisions occurs in the execution of this contract, and particularly to the provision that the Contractor shall, as a penalty to the State of California, forfeit $25.00 for each workman employed in the execution of the contract by the contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Sections 1810 to 1815 inclusive thereof.

C.—The attention of the Contractor is also called to and he agrees to comply with the provisions of the "Buy American" Act, Sections 4300 to 4305 of the Government Code, pertaining to use of materials and supplies produced or manufactured in the United States.

D.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other law applicable to the work to be done under the contract or to the service or equipment to be furnished hereunder.

E.—It is understood that the Contractor assumes all responsibility for repairs to his equipment during its use under this contract, and he also assumes all responsibility which may be imposed according to law for property damage or personal injuries caused by his operations under this contract.

F.—The cost of employer payments to or on behalf of employees, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments including sales taxes required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, except as otherwise specifically provided herein.

G.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Public Works of the State of California.

H.—Alterations, extensions of time, extra and additional work, and other authorized changes may be made without securing the consent of the sureties on the contract bonds.

Micro Filmed

I.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

J.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

FAIR EMPLOYMENT PRACTICES ADDENDUM

Micro Fiched

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Micro Fiched

Woodland, California

June 22, 1967

J. Henry Mathews
Grantor

Agreement No. 67-46

FILED

JUL 10 1967

LAURENCE K. HENIGAN, Clerk

By Ruth E. Lucas Deputy

Micro Fiched

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 67-13 in the form of a Highway Easement Deed, covering the following described property:

A parcel of land being a portion of Lot 106 of Little Poultry Farms, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps, at Page 57, more fully described as follows:

COMMENCING at the Northwest corner of said Lot 106, said corner being at the intersection of the centerlines of Walnut Street and Michigan Boulevard; thence along the centerline of said Michigan Boulevard North 85°50'00" East 20.05 feet; thence South 00°02'00" West 20.05 feet to the intersection of the Easterly line of said Walnut Street with the Southerly line of said Michigan Boulevard; THE TRUE POINT OF BEGINNING; THENCE along said Southerly line North 85° 50'00" East 16.73 feet to a point of cusp with a tangent curve concave to the Southeast, having a radius of 18.00 feet; thence Southwesterly along said curve through a central angle of 85°48'00", an arc length of 26.95 feet to a point of cusp with a tangent line, the Easterly line of said Walnut Street; thence along said Easterly line North 00°02'00" East 16.73 feet to the true point of beginning.

Containing 58 square feet.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

Micro Fiched

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said

document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

2. The County shall:

A. Pay the undersigned grantor the sum of twenty dollars ($20.00) for the property as conveyed by Highway Easement Deed No. 67-13 within ninety (90) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements (except those of record), and leases, recorded and unrecorded, subject only to general and special County taxes for the fiscal year 1967-68.

B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefor. This transaction will be handled through Escrow No. 57754 with Western Title Company of Woodland.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

_____

_____

_____

_____

_____
Grantor

Recommended for Approval,

By _____
Director of Public Works

_____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated JUL 7 1967
_____
County Counsel of Yolo County

Micro Fiched

(20)

Woodland, California

June 12, 1967

Agreement No. 67-47

FILED

JUL 10 1967

LAURENCE P. HENIGAN, Clerk

By Dale E. Lucas Deputy

Jacjim Investments Inc.
Grantor

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY Micro Fiched

Document No. 67-15 in the form of a Highway Easement Deed, covering the following described property:

A parcel of land being a portion of Lot 125 of Little Poultry Farms, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps at Page 57, more fully described as follows:

COMMENCING at the Southeast corner of said Lot 125, said corner being at the intersection of the centerlines of Maple Street and Michigan Boulevard; thence along the centerline of said Michigan Boulevard South 85°50'00" West 20.05 feet; thence North 00°02'00" East 20.05 feet to the intersection of the Westerly line of said Maple Street with the Northerly line of said Michigan Boulevard, THE TRUE POINT OF BEGINNING; THENCE along said Northerly line South 85°50'00" West 16.73 feet to a point of cusp with a tangent curve concave to the Northwest, having a radius of 18.00 feet; thence Northeasterly along said curve through a central angle of 85°48'00", an arc length of 26.95 feet to a point of cusp with a tangent line, the Westerly line of said Maple Street; thence along said Westerly line South 00°02'00" West 16.73 feet to the true point of beginning.

Containing 58 square feet.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said

Micro Fiched

document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

2. The County shall:

A. Pay the undersigned grantor the sum of eighteen dollars ($18.00) for the property as conveyed by Highway Easement Deed No. 67-15 within ninety (90) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements (except those of record), and leases, recorded and unrecorded, subject only to general and special County taxes for the fiscal year 1967-68.

B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefor. This transaction will be handled through Escrow No. 57756 with Western Title Company of Woodland.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Jacjim Investments Inc.

By _____
President

By _____
Secretary

_____

_____
Grantor

Recommended for Approval,

By _____
Director of Public Works

COUNTY OF YOLO

_____
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

JUL 1967

_____
County Counsel of Yolo County

Micro Fiched

Woodland, California

June 26, 19 67

Robert E. Reichtbauer also known as

Robert E. Rightbower

Grantor

Agreement No. 67-48

FILED

JUL 10 1967

LAURENCE K. HINIGAN, Clerk

By Lois C. Lucas Deputy

RIGHT OF WAY CONTRACT - COUNTY HIGHWAY

Micro Fiched

Document No. 67-14 in the form of a Highway Easement Deed, covering the following described property:

A parcel of land being a portion of Lot 124 of Little Poultry Farms, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps, at Page 57, more fully described as follows:

COMMENCING at the Northeast corner of said Lot 124, said corner being at the intersection of the centerlines of Maple Street and Michigan Boulevard; thence along the centerline of said Michigan Boulevard South 85°50'00" West 20.05 feet; thence South 00°02'00" West 20.05 feet to the intersection of the Westerly line of said Maple Street with the Southerly line of said Michigan Boulevard, THE TRUE POINT OF BEGINNING; THENCE along said Southerly line South 85° 50'00" West 19.37 feet to a point of cusp with a tangent curve concave to the Southwest, having a radius of 18.00 feet; thence Southeasterly along said curve through a central angle of 94°12'00", an arc length of 29.59 feet to a point of cusp with a tangent line, the Westerly line of said Maple Street; thence along said Westerly line North 00°02'00" West 19.37 feet to the true point of beginning.

Containing 82 square feet.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

Micro Fiched

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on

this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

2. The County shall:

A. Pay the undersigned grantor the sum of twenty-five dollars ($25.00) for the property as conveyed by Highway Easement Deed No. 67-14 within ninety (90) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements (except those of record), and leases, recorded and unrecorded, subject only to general and special County taxes for the fiscal year 1967-68.

B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefor. This transaction will be handled through Escrow No. 57755 with Western Title Company of Woodland.

C. Reconstruct fence adjacent to hereinabove described property line but on Grantor's property. Reconstructed fence will be installed in an "as good or better" condition than that prior to construction of this project known as "Assessment District No. 101".

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Robert E. Richtsmeier
Grantor

Recommended for Approval,

By _____
Director of Public Works

COUNTY OF YOLO

_____
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to form:

By _____ Micro Fiched
County Counsel of Yolo County

20

Woodland, California

June 27, 19 67

Andrew Troyanos and Athena Troyanos,

his wife, as Joint Tenants

Grantor

Agreement No. 67-49

FILED

JUL 10 1967

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Micro Fiched

Document No. 67-16 in the form of a Highway Easement Deed, covering the following described property:

A parcel of land being a portion of Lot 58 of Little Poultry Farms, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps, at Page 57, more fully described as follows:

COMMENCING at the Northwest corner of said Lot 58, said corner being at the intersection of the centerlines of Pecan Street and Michigan Boulevard; thence along the centerline of said Michigan Boulevard North 85°50'00" East 21.12 feet; thence South 14°34'00" West 21.12 feet to the intersection of the Easterly line of said Pecan Street with the Southerly line of said Michigan Boulevard, THE TRUE POINT OF BEGINNING; THENCE along said Southerly line North 85° 50'00" East 12.90 feet to a point of cusp with a tangent curve concave to the Southeast, having a radius of 18.00 feet; thence Southwesterly along said curve through a central angle of 71°16'00", an arc length of 22.39 feet to a point of cusp with a tangent line, the Easterly line of said Pecan Street; thence along said Easterly line North 14°34'00" East 12.90 feet to the true point of beginning.

Containing 31 square feet.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims

Micro Fiched

on this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

2. The County shall:

A. Pay the undersigned grantor the sum of eight dollars ($8.00) for the property as conveyed by Highway Easement Deed No. 67-16 within ninety (90) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements (except those of record), and leases, recorded and unrecorded, subject only to general and special County taxes for the fiscal year 1967-68.

B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefor. This transaction will be handled through Escrow No. 57748 with Western Title Company of Woodland.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

x Andrew Trayanos

x Athena Trayanos

Grantor

Approved as to form
Dated OCT 17 1967
County Counsel of Yolo County

Recommended for Approval,

By _____
Director of Public Works

COUNTY OF YOLO

_____
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Micro Fiched

Woodland, California

June 29, 19 67

Leo G. Johnson
Grantor

Agreement No. 67-50

FILED
JUL 10 1967
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

Micro Filmed

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 67-19 in the form of a Highway Easement Deed, covering the following described properties:

Two parcels of land being portions of Lot 93 of Little Poultry Farms, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps, at Page 57, more fully described as follows:

Parcel I COMMENCING at the Northwest corner of said Lot 93, said corner being at the intersection of the Northerly extension of the centerline of Pecan Street with the Northerly line of Rice Avenue; thence Southerly along said extension South 14°34'00" West 42.24 feet; thence North 85° 50'00" East 21.12 feet to the intersection of the Easterly line of said Pecan Street with the Southerly line of said Rice Avenue, THE TRUE POINT OF BEGINNING; THENCE along said Southerly line North 85° 50'00" East 12.90 feet to a point of cusp with a tangent curve concave to the Southeast, having a radius of 18.00 feet; thence Southwesterly along said curve through a central angle of 71°16'00", a arc length of 22.39 feet to a point of cusp with a tangent line, the Easterly line of said Pecan Street; thence along said Easterly line North 14°34'00" East 12.90 feet to the true point of beginning.

Containing 31 square feet.

Parcel II COMMENCING at the Northeast corner of said Lot 93, said corner being at the intersection of the Northerly extension of the centerline of Walnut Street with the Northerly line of Rice Avenue; thence Southerly along said extension South 00°02'00" West 40.11 feet; thence South 85°50'00" West 20.05 feet to the intersection of the Westerly line of said Walnut Street with the Southerly line of said Rice Avenue, THE TRUE POINT OF BEGINNING; THENCE along said Southerly line South 85°50'00" West 19.37 feet to a point of cusp with a tangent curve concave to the Southwest, having a radius of 18.00 feet; thence Southeasterly along said curve through a central angle of 94°12'00", a arc length of 29.59 feet to a point of cusp with a tangent line, the Westerly

Micro Filmed

line of said Walnut Street; thence along said Westerly line North 00°02'00" East 19.37 feet to the true point of beginning.

Containing 82 square feet.

Micro Filmed

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall:

A. Pay the undersigned grantor the sum of forty dollars ($40.00) for the property as conveyed by Highway Easement Deed No. 67-19 within ninety (90) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements (except those of record), and leases, recorded and unrecorded, subject only to general and special County taxes for the fiscal year 1967-68.

B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefor. This transaction will be handled through Escrow No. 57751 with Western Title Company of Woodland.

C. In addition to Part A above the County will pay the undersigned grantor the sum of fifty-two (52) dollars for the relocation and reconstruction of the fences located in the hereinabove described properties. It is mutually agreed and understood that the grantor shall retain ownership of the above mentioned fences and relocate same adjacent to hereinabove described property line but on grantor's property prior to construction of this project known as "Assessment District No. 101". During construction, the County shall have the right to remove the fences and dispose of them on grantor's property without any further compensation to grantor in the event grantor has not removed said fences prior to construction.

Micro Filmed

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Micro Filmed

Leo D. Johnson
Grantor

Recommended for Approval,

By _____
Director of Public Works

COUNTY OF YOLO

_____
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated JUL 7 1967
County Counsel of Yolo County

Micro Filmed

Woodland, California

June 29, 1967

Russell S. Davis

Grantor

Agreement No. 67-51

FILED

JUL 10 1967

LAURENCE P. HENIGAN, Clerk

By [signature] Deputy

Micro Filmed

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 67-18 in the form of a Highway Easement Deed, covering the following described property:

A parcel of land being a portion of Lot 136 of Little Poultry Farms, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps, at Page 57, more fully described as follows:

COMMENCING at the Northeast corner of said Lot 136, said corner being at the intersection of the Northerly extension of the centerline of Maple Street with the Northerly line of Rice Avenue; thence Southerly along said extension South 00°02'00" West 40.11 feet; thence South 85°50'00" West 20.05 feet to the intersection of the Westerly line of said Maple Street with the Southerly line of said Rice Avenue, THE TRUE POINT OF BEGINNING; THENCE along said Southerly line South 85°50'00" West 19.37 feet to a point of cusp with a tangent curve concave to the Southwest, having a radius of 18.00 feet; thence Southeasterly along said curve through a central angle of 94°12'00", a arc length of 29.59 feet to a point of cusp with a tangent line, the Westerly line of said Maple Street; thence along said westerly line North 00°02'00" East 19.37 feet to the true point of beginning.

Containing 82 square feet.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said

Micro Filmed

document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

2. The County shall:

A. Pay the undersigned grantor the sum of thirty-one dollars ($31.00) for the property as conveyed by Highway Easement Deed No. 67-18 within ninety (90) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements (except those of record), and leases, recorded and unrecorded, subject only to general and special County taxes for the fiscal year 1967-68.

B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefor. This transaction will be handled through Escrow No. 57757 with Western Title Company of Woodland.

C. In addition to part A above the County will pay the undersigned grantor the sum of one hundred fifty dollars ($150.00) for the relocation and reconstruction of fences located in the hereinabove described properties. It is mutually agreed and understood that the grantor shall retain ownership of the above mentioned fences and relocate same adjacent to hereinabove described property line but on grantor's property prior to construction of this project known as "Assessment District No. 101". During construction the County shall have the right to remove the fences and dispose of them on grantor's property without any further compensation to grantor in the event grantor has not removed said fences prior to construction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to Form
Dated JUL 10 1967
County Counsel of Yolo County

Russell A. Davis
Grantor

Recommended for Approval,

By _____
Director of Public Works

COUNTY OF YOLO

_____
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Micro Fiched

Woodland, California

Agreement No. 67-52

July 7, 19 67

Ray Young and Willie L. Young, husband and wife, as Joint Tenants
Grantor

FILED
JUL 17 1967
LAURENCE P. HENIGAN (CLK.)
By Barbara A Rodgers Deputy
Micro Fiched

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 67-21 in the form of a Highway Easement Deed, covering the following described property:

A parcel of land being a portion of Lot 81 of Little Poultry Farms, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps, at Page 57, more fully described as follows:

COMMENCING at the Northeast corner of said Lot 81, said corner being at the intersection of the centerlines of Walnut Street and Michigan Boulevard; thence along the centerline of said Michigan Boulevard South 85°50'00" West 20.05 feet; thence South 00°02'00" West 20.05 feet to the intersection of the Westerly line of said Walnut Street with the Southerly line of said Michigan Boulevard, THE TRUE POINT OF BEGINNING; THENCE along said Southerly line South 85° 50'00" West 19.37 feet to a point of cusp with a tangent curve concave to the Southwest, having a radius of 18.00 feet; thence Southeasterly along said curve through a central angle of 94°12'00", an arc length of 29.59 feet to a point of cusp with a tangent line, the Westerly line of said Walnut Street; thence along said Westerly line North 00°02'00" East 19.37 feet to the true point of beginning.

Containing 82 square feet.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on

Micro Fiched

this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

2. The County shall:

A. Pay the undersigned grantor the sum of twenty-nine dollars ($29.00) for the property as conveyed by Highway Easement Deed No. 67-21 within ninety (90) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements (except those of record), and leases, recorded and unrecorded, subject only to general and special County taxes for the fiscal year 1967-68.

B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefor. This transaction will be handled through Escrow No. 57749 with Western Title Company of Woodland.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to Form
Dated JUL 17 1967
CHARLES R. MACK
County Counsel of Yolo County

Ray young
Willie L. Young
Grantor

Recommended for Approval,

By _____
Director of Public Works

COUNTY OF YOLO

Micro Fiched

_____
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Woodland, California

Agreement No. 67-53

July 10, 19 67

George A. Charron and Avis L. Charron,

his wife, as Joint Tenants

Grantor

FILED

JUL 17 1967

LAURENCE P. HORGAN, Clerk

By Roland Rodgers

Deputy

Micro Fiched

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 67-20 in the form of a Highway Easement Deed, covering the following described property:

A parcel of land being a portion of Lot 82 of Little Poultry Farms, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps, at Page 57, more fully described as follows:

COMMENCING at the Southeast corner of said Lot 82, said corner being at the intersection of the centerlines of Walnut Street and Michigan Boulevard; thence along the centerline of said Michigan Boulevard South 85°50'00" West 20.05 feet; thence North 00°02'00" East 20.05 feet to the intersection of the Westerly line of said Walnut Street with the Northerly line of said Michigan Boulevard, THE TRUE POINT OF BEGINNING; THENCE along said Northerly line South 85° 50'00" West 16.73 feet to a point of cusp with a tangent curve concave to the Northwest, having a radius of 18.00 feet; thence Northeasterly along said curve through a central angle of 85°48'00", an arc length of 26.95 feet to a point of cusp with a tangent line, the Westerly line of said Walnut Street; thence along said Westerly line South 00°02'00" West 16.73 feet to the true point of beginning.

Containing 58 square feet.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said

Micro Fiched

document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

2. The County shall:

A. Pay the undersigned grantor the sum of twenty-two dollars ($22.00) for the property as conveyed by Highway Easement Deed No. 67-20 within ninety (90) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements (except those of record), and leases, recorded and unrecorded, subject only to general and special County taxes for the fiscal year 1967-68.

B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefor. This transaction will be handled through Escrow No. 57750 with Western Title Company of Woodland.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to Form
Dated JUL 17 1967
CHARLES R. MACK
County Counsel of Yolo County

* George A. Harrison
* Grace L. Harrison
Grantor

Recommended for Approval,
By
Director of Public Works

COUNTY OF YOLO
Micro Fiched
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

FORM 2—APPROVED BY THE ATTORNEY GENERAL (REV. 9-64)
CONTRACTOR—1
STATE AGENCY—1
DEPT. OF GENERAL SERVICES—1
CONTROLLER—1

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 67-54

(4)

NUMBER 727

THIS AGREEMENT, Made and entered into this 1st day of June, 19 67, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Assistant Chief, Division of Administration (Title of officer acting for State) Department of Public Health (Department or other agency)

hereinafter called the State, and

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Yolo County Health Department

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

(See attached continuation sheets)

FILED
AUG 17 1967
LAURENCE P. HENIGAN, Clerk
By: Deputy

Review by Department of Finance not required per letter dated December 27, 1966

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Department of Public Health (Name of State agency)

By William J. Hurt

Assistant Chief, Division of Administration (Title)

Contractor Yolo County Health Department (If other than an individual, state whether a corporation, partnership, etc.)

By CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA (Title)

10 Cottonwood St. Woodland, California (Address)

(Continued on 2 sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

Approved as to form by the Department of General Services

APPROVED
AUG 8 1967
By ANDREW R. SOLL, Director

Chief Counsel

To Be Charged Against

APPROPRIATION	Item 175,CH2-2F.S./66 F.Y. 1966/67
FUNCTION OR FUND	General
LINE ITEM ALLOTMENT	256-40.20 ☐ O.E. ☐ Eq.

Amount of this Estimate	$4,000.00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger	$10,002.00
Adjustment increasing encumbrances	
Adjustment decreasing encumbrances	

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. ____ or B.R. No. ____)

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Signature of Accounting Officer

△ 05F

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

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3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

Approved as to form

JUL 25 1967

County Counsel of Yolo County

Micro Fiched

Contractor: Yolo County Health Department Home Health Services Contract 727

Contract for Providing Home Health Services

WHEREAS: The Congress of the United States, through the Public Health Service of the Department of Health, Education, and Welfare, has made certain funds available to the State of California to develop, improve or expand home health service agencies which meet the qualifying conditions for participation in the Health Insurance Program to provide home health services; and

WHEREAS, the Contractor has submitted to the State a proposal to develop, improve or expand his facilities for the provision of home health services; and

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WHEREAS, said proposal has been approved for funding by the State;

NOW THEREFORE, it is mutually agreed as follows:

1. The Contractor will carry out the services according to the approved proposal.
2. The period of this contract shall be from June 1, 1967 through May 31, 1968 .
3. The State shall reimburse the Contractor, monthly in arrears upon submission of an invoice in triplicate, for actual expenditures in accordance with the Budget herein contained, provided however, that any individual item of expenditure in the Budget may be exceeded by not more than 25%, if an explanation of the need for such excess accompanies the claim for reimbursement, and the total amount of this contract does not exceed $ 4,000.00
4. Periodic progress reports and a final report of project operations shall be submitted to the State.
5. The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P. L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract

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have been provided in compliance with Civil Rights Act of 1964.

6. For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $18.75 per hour during any 24-hour period, or (2) $150.00 for any 24-hour period, inclusive of Contractor's overhead, profits, and expenses. In addition, the Contractor may be reimbursed for necessary traveling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.

7. The Contractor agrees to maintain and make available its financial and personnel records pertaining to these activities, for inspection by the State or its agents at any and all reasonable times.

8. Release of final payment will be made after acceptance by the State of the final report of the project.

9. Budget

Salaries and Wages	$4,000.00
Total Budget	$4,000.00

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2002

Woodland, California Agreement No. 67-55

July 11, 19 67

Roland D. Thompson

Grantor

FILED
JUL 25 1967
LAURENCE P. HENIGAN, Clerk
By ... Deputy

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RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 67-22 in the form of a Highway Easement Deed, covering the following described property:

A parcel of land being a portion of Lot 94 of Little Poultry Farms, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps, at Page 57, more fully described as follows:

COMMENCING at the Northwest corner of said Lot 94, said corner being at the intersection of the Northerly extension of the centerline of Walnut Street with the Northerly line of Rice Avenue; thence Southerly along said extension South 00°02'00" West 40.11 feet; thence North 85°50'00" East 20.05 feet to the intersection of the Easterly line of said Walnut Street with the Southerly line of said Rice Avenue, THE TRUE POINT OF BEGINNING; THENCE along said Southerly line North 85°50'00" East 16.73 feet to a point of cusp with a tangent curve concave to the Southeast, having a radius of 18.00 feet; thence Southwesterly along said curve through a central angle of 85°48'00", an arc length of 26.95 feet to a point of cusp with a tangent line, the Easterly line of said Walnut Street; thence along said Easterly line North 00°02'00" East 16.73 feet to the true point of beginning.

Containing 58 square feet.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on

Micro Fiched

this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

2. The County shall:

A. Pay the undersigned grantor the sum of twenty dollars ($20.00) for the property as conveyed by Highway Easement Deed No. 67-22 within ninety (90) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements, (except those of record), and leases, recorded and unrecorded, subject only to general and special County taxes for the fiscal year 1967-68.

B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefor. This transaction will be handled through Escrow No. 57752 with Western Title Company of Woodland.

C. In addition to Part A above the County will pay the undersigned grantor the sum of sixty-eight (68) dollars for the relocation and reconstruction of the fences located in the hereinabove described properties. It is mutually agreed and understood that the grantor shall retain ownership of the above mentioned fences and relocate same adjacent to hereinabove described property line but on grantor's property prior to construction of this project known as "Assessment District No. 101". During construction, the County shall have the right to remove the fences and dispose of them on grantor's property without any further compensation to grantor in the event grantor has not removed said fences prior to construction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to Form
APR 25 1967
County Counsel, Yolo County

D. W. Thompson
Grantor

Recommended for Approval,

By _____
Director of Public Works

COUNTY OF YOLO

Micro Fiched

_____
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Woodland California Agreement No. 67-56

July 12, 1967

Mary Irene Porter

Michael Porter
Grantor

FILED
JUL 25 1967
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

Micro Fiched

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 67-23 in the form of a Highway Easement Deed, covering the following described property:

A parcel of land being a portion of Lot 105 of Little Poultry Farms, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps, at Page 57, more fully described as follows:

COMMENCING at the Southwest corner of said Lot 105, said corner being at the intersection of the centerlines of Walnut Street and Michigan Boulevard; thence along the centerline of said Michigan Boulevard North 85°50'00" East 20.05 feet; thence North 00°02'00" East 20.05 feet to the intersection of the Easterly line of said Walnut Street with the Northerly line of said Michigan Boulevard, THE TRUE POINT OF BEGINNING; THENCE along said Northerly line North 85° 50'00" East 19.37 feet to a point of cusp with a tangent curve concave to the Northeast, having a radius of 18.00 feet; thence Northwesterly along said curve through a central angle of 94°12'00", an arc length of 29.59 feet to a point of cusp with a tangent line, the Easterly line of said Walnut Street; thence along said Easterly line South 00°02'00" West 19.37 feet to the true point of beginning.

Containing 82 square feet.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said

Micro Fiched

document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

2. The County shall:

A. Pay the undersigned grantor the sum of thirty-one dollars ($31.00) for the property as conveyed by Highway Easement Deed No. 67-23 within ninety (90) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements (except those of record), and leases, recorded and unrecorded, subject only to general and special County taxes for the fiscal year 1967-68.

B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefor. This transaction will be handled through Escrow No. 57753 with Western Title Co. of Woodland.

C. Reconstruct fence adjacent to hereinabove described property line but on Grantor's property. Reconstructed fence will be installed in an "as good or better" condition than that prior to construction of this project known as "Assessment District No. 101".

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to form
Dated ____, 1967
County Counsel of Yolo County

_____

_____

_____

x Michael Pont

x Mary Jane Porter

Grantor

Recommended for Approval,

By _____
Director of Public Works

COUNTY OF YOLO

_____
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Micro Fiched

FILED
DEC - 5 1967
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

YOLO COUNTY
AGREEMENT NO. 67-57

37450

AGREEMENT
FOR ALLOCATION OF STATE AID TO COUNTIES FOR COUNTY VETERAN SERVICE OFFICER
No. 53

THIS AGREEMENT, made and entered into this first day of July, 1967 at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting DIRECTOR, DEPARTMENT OF VETERANS AFFAIRS, hereinafter called the State, and THE COUNTY OF YOLO, hereinafter called the Contractor.

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WITNESSETH:

WHEREAS, the Contractor has filed an application for financial aid for County Veteran Service Officer operational costs, under the provisions of Chapter 1493, Statutes of 1945 as amended (Sections 971-972, Military and Veterans Code); and

WHEREAS, it is understood that the County Veteran Service Officer is to assist every veteran of any war of the United States and the dependents of every such deceased veteran in presenting and pursuing such claim as the veteran may have against the United States arising out of war service, and establishing the veteran's right to any privilege, preference, care, or compensation provided for by the laws of the United States or of this State, and that such Veteran Service Officer shall not directly or indirectly charge or receive from the veteran or his dependent any compensation or thing of value for such services except such salary and expenses as provided by the Contractor; and

WHEREAS, the State has reviewed said application and authorized the execution of this agreement;

It is agreed as follows:

Micro Fiched

THE CONTRACTOR AGREES:

To hire and pay the salaries of the County Veteran Service Officer and such additional employees, if any, as it may deem necessary to perform the duties designated in Section 971 of the Military and Veterans Code, and to purchase and pay for materials, supplies, and service as required for such County Veteran Service Officer's activities of the Contractor for the period July 1, 1967, to and including June 30, 1968, substantially as outlined in the Contractor's application.

OCT 31 1967

To comply with the terms and conditions of the Fair Employment Practices Addendum attached to this contract and bearing for purposes of identification at the lower right hand corner thereof a legend "STD FORM 3 (4/65)".

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That this agreement may be terminated by either party on thirty days written notice addressed to the other.

That in the event of any disagreement as to whether expenditures are reimbursable under this agreement, the decision of the State thereon shall be final.

To submit claims to the State, in triplicate, certified by the County Auditor, not later than the last day of the month following each second calendar quarter, for reimbursement for expenditures incurred under this agreement.

To conform to rules, regulations, and standards fixed by the State pursuant to Sections 971 and 972 of the Military and Veterans Code. That reimbursement by the State shall be contingent upon performance by the Contractor of its obligations hereunder.

To permit representatives of the State to inspect the performance of services provided for herein and to examine all facilities and records in connection therewith at any reasonable time.

THE STATE AGREES TO REIMBURSE THE CONTRACTOR

For expenditures incurred and paid in carrying out its obligations hereunder, with the exception of Capital Outlay expenditures as follows:

1. 95 per cent of the salary paid to the County Veteran Service Officer, or $75 per month toward the payment of such salary, whichever is the lesser amount.

2. Each county under the program will:

Micro Fiched

a. Receive identical monetary reimbursement for 1967-68 fiscal year as was received during the 1966-67 fiscal year (this applies only to those counties where salary expenses for 1967-68 will meet or exceed the 1966-67 fiscal year level);

OCT 3 1 1967

b. Receive funds available as the result of reduced expenditures by one or more counties. Such funds will be equitably allocated to counties that have increased budgets.

Micro Fiched

3. In no event shall the total amount of state funds expended for any county veteran service office exceed $35,000.

Provided, however, that the total amount of reimbursement under this agreement shall not exceed the sum of Five Thousand Five Hundred Eighty Five and 72/100 - - - - - - - - - - dollars ($ 5,585.72);

In the event additional assistants are employed and their duties are not solely restricted to County Veteran Service Officer activities, salaries as used above shall mean a pro rata of the salaries and retirement contributions, for such assistants, attributable to performance of County Veteran Service Officer functions as described in this agreement.

The Contractor agrees to indemnify and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

In the event this agreement is terminated for any reason, no expenditures incurred by the Contractor for the period subsequent to the date of termination shall be used as a basis for reimbursement hereunder.

It is further agreed that this agreement may be amended by mutual consent of the parties hereto.

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage paid, and addressed as follows: Department of Veterans Affairs, P. O. Box 1559,

Micro Fiched

OCT 31 1967

Micro Fiched

Sacramento, California 95807; and to the Contractor, c/o Board of Supervisors at the County Courthouse of the Contractor at its County Seat. The address to which the notices shall or may be mailed to either party may be changed by written notice given by such party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

This agreement is not assignable in whole or in part.

IN WITNESS HEREOF the parties have hereunto set their hand the day and year first written above.

COUNTY OF YOLO

By J. BUDLEY STEPHENS, Chairman

Title Board of Supervisors

DEPARTMENT OF VETERANS AFFAIRS

Director

Manager
Veteran Services

FORM POLICY BUDGET

Department of General Services
APPROVED
NOV 30 1967
By ANDREW R. LOLLI, Director
Senior Counsel

Micro Fiched

OCT 3 1967

State of California
DEPARTMENT OF VETERANS AFFAIRS
Division of Veteran Services

FILED
AUG - 2 1967
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy
Micro Fiched

RESOLUTION No. 67-86

RESOLVED: That J. DUDLEY STEPHENS is hereby authorized and designated as the representative of the County of YOLO, State of California, to sign and present an application on its behalf to the Department of Veterans Affairs of the State of California for State moneys under Section 972 of the Military and Veterans Code, State of California, Chapter 1493, Statutes of 1945; and be it

FURTHER RESOLVED: That said representative is hereby authorized and designated to execute an agreement on behalf of said County with said Department of Veterans Affairs covering the terms and conditions under which any amount of State moneys is to be granted to the said County; and be it

FURTHER RESOLVED: That the amount of State moneys to be allotted will be determined by the Department of Veterans Affairs, and matching funds may be provided by the County in the proportions as required by agreement with said Department.

Executed this 31st day of July, 1967, by the following vote:

AYES: Duncan, Edmonds, Espigares, Conner, Stephens.
NOES: None.
ABSENT: None.
ATTEST: LAURENCE P. HENIGAN, CLERK
By Dale E. Lucas Deputy

Signature J. Dudley Stephens
Chairman, Board of Supervisors

Approved as to Form
Dated
County Counsel of Yolo County

State of California)
County of) SS

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of _____, State of California, do hereby certify the foregoing to be a full, true and correct copy of the Resolution made by the Board of Supervisors, as the same appears upon their minute book.

Micro Fiched

Witness my hand and seal of said Board of Supervisors, affixed this _____ day of _____, 1967.

_____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

DSC 12

FAIR EMPLOYMENT PRACTICES ADDENDUM

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1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

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FILED

AUG 15 1967

LAURENCE P. HENIGAN, Clerk

by Barbara A. Rodgers Deputy

AGREEMENT

YOLO COUNTY
AGREEMENT NO. 67-58

Micro Fiched

(1) Pursuant to Agricultural Code 63.5, which is incorporated by reference as though fully set forth at this point, EARL COKE, DIRECTOR OF AGRICULTURE, STATE OF CALIFORNIA, hereinafter referred to as the Director, and the COUNTY OF YOLO, hereinafter referred to as the County, acting by and through its Board of Supervisors, hereby agree as follows:

(2) WHEREAS, the base salary of the Agricultural Commissioner of said County, for the month of January 1959 was established at the rate of Six hundred and no/100 - Dollars ($600.00) per month, and

(3) WHEREAS, by subsequent action of the Board, the aforesaid rate of compensation for the fiscal year 1967 - 68 is now established in accordance with the law at Nine hundred forty-seven and no/100 ----- Dollars ($947.00) per month, and for the month of July, 1967, and $994.00 from 8/1/67 through 2/29/68, and $1,044.00 from 3/1/68 through 6/30/68, and

(4) WHEREAS, it is the intent of the parties to this agreement to provide for increasing the salary of said Commissioner and/or to compensate said Commissioner for services performed for the Department of Agriculture of the State of California, for the purpose of securing more uniform and adequate enforcement of the provisions of the Agricultural Code throughout the State, and otherwise to effectuate the purposes of Section 63.5 of said Code,

(5) The Director hereby agrees to pay to said County during the 1967 - 68 Fiscal Year the sum of Three thousand three hundred and No/100 - - - Dollars ($3,300.00), to be paid as follows:

At the rate of $275.00 per month for each month (or on a proportionate basis for each fraction of a month) during which the said position of Agricultural Commissioner is filled. Such payment will be made at the end of each calendar quarter upon submission of invoice covering services rendered during such quarter.

(6) The County, acting by and through its Board of Supervisors, agrees that during the term of this agreement, the Agricultural Commissioner's salary will not be reduced below the base salary for the month of January 1959 as stated in paragraph (2) above.

(7) The term of this agreement shall be from July 1, 1967 to June 30, 1968, subject to termination by either party at any time during the said term upon giving not less than 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hands this 31st day of July, 1967.

Approved as to form
County Counsel
of Yolo County
JUL 31 1967

EARL COKE, DIRECTOR OF AGRICULTURE

By _____
Fiscal Officer

DEPARTMENT OF FINANCE
APPROVAL

June 8, 1961

BOARD OF SUPERVISORS
COUNTY OF YOLO

_____
Chairman

Attest:
LAURENCE P. HENIGAN, Clerk

_____
Clerk of said Board

By _____
Deputy

Micro Fiched

I hereby certify that provision has been made in the budget for the payment of this contract.

General Fund-Chap. 560, Stat. '67

Budget Item 239

_____

AGREEMENT NO. 67- 59

Micro Fiched

THIS AGREEMENT made and entered into this 7th day of August, 1967, by and between THOMAS P. DODGE, doing business as NORTHERN JANITORIAL SERVICE of the City of Winters, hereinafter referred to as CONTRACTOR, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, CONTRACTOR is in the business of furnishing janitorial services and COUNTY can best assure adequate janitorial services for the John Rogers Building by engaging CONTRACTOR to furnish said services, the parties hereto covenant and agree as follows:

1. In consideration of the covenants of COUNTY contained herein, CONTRACTOR agrees as follows:

A. To furnish janitorial services for the John Rogers Building located in Winters, California, by furnishing the following services:

1. Empty waste baskets,
2. Dust furniture, windowsills, doorsills, walls, ceilings and lights,
3. Replace burned out light bulbs,
4. Clean rest rooms,
5. Dust mop floors,
6. Clean Glass doors,
7. Sweep outside entranceways, and under eaves, and parking lot,
8. Spot walls - clean dirty spots on walls and doors,
9. Once a week buff floors,

Micro Fiched

10. Once every month scrub, wax and buff floors,

11. Once every two (2) months clean windows,

12. Keep paper towel, toilet tissue and soap dispensers filled,

13. Clean drinking fountain,

Micro Fiched

14. Check all doors to be sure they are closed and locked,

15. Services will be performed nightly Monday through Friday unless otherwise noted in list of services to be performed. If a legal holiday falls on a week day, the services shall be performed the night preceding such holiday.

2. In consideration of the covenants of CONTRACTOR, COUNTY agrees as follows:

A. To pay CONTRACTOR the sum of $180.00 per month, said payments to be made at the end of each month upon the filing by CONTRACTOR of a claim with the Auditor-Controller of the County of Yolo in the manner and form as prescribed by him.

B. To furnish janitorial supplies and light bulbs.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. This agreement shall remain in force and effect until terminated by either party by thirty (30) days' written notice of intention to terminate.

B. There may be no modification of this agreement except in writing executed with the same formalities as this instrument.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California, COUNTY

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

TOM DODGE
Northern Janitorial Service
COMMERCIAL
Floors - Walls - Windows
PHONE 795-2071 -- P. O. BOX 592
WINTERS, CALIFORNIA

Micro Fiched

THOMAS P. DODGE, doing business as NORTHERN JANITORIAL SERVICE of the City of Winters, California, CONTRACTOR

Micro Fiched

FILED
AUG 28 1967
LAURENCE P. HERRINGTON
By Barbara Rodgers

YOLO COUNTY
AGREEMENT NO.67-60

AGREEMENT FOR DIAGNOSTIC AND TREATMENT SERVICES AND TEMPORARY DETENTION IN RECEPTION CENTERS AND CLINICS OF THE DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT, made and entered into this 7th day of August, 1967, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly appointed, qualified and acting Director of the Youth Authority, hereinafter called the State, and the COUNTY OF YOLO, hereinafter called the County.

Micro Fiched

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any county of this State upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the County of selected cases of persons eligible for commitment to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

   (a) The Court has determined that a minor is a person described by Section 602, Welfare and Institutions Code, or if the Court has determined that a minor is a person described by Section 601 and a supplemental petition for commitment of such minor to the Youth Authority has been filed pursuant to Section 777, Welfare and Institutions Code, and such minor is otherwise eligible for commitment to the Youth Authority, and

   (b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation and diagnosis as can be made at a diagnostic and treatment center of the Youth Authority, and

   (c) said Court orders that such a minor be placed temporarily in such a center for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the minor within the 90-day period.

Micro Fiched

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring court of the place to which said person is to be transported and of the time at which he can be received.

2. The County shall execute the court order by transporting such person to the facility indicated by the State and returning him therefrom to the court at no expense to the State.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. The Department of the Youth Authority shall provide diagnostic and treatment services and temporary detention during the period of study to the County for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the court his diagnosis and recommendations concerning such minor's future care, supervision and treatment.

5. All such persons while under temporary detention by the Youth Authority pursuant to this contract shall be subject to the rules of the Youth Authority.

6. The County agrees to pay the State the sum of $155.00 for each case studied plus $7.20 per person for each day, or part of a day, of temporary dentention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the State for the costs incurred.

The State shall bill the County monthly, by means of itemized statements submitted in triplicate form for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

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Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
State Office Building No. 1
Sacramento, California 95814

7. The period of this Agreement is from JULY 1, 1967, to June 30, 1968, inclusive; provided that the Agreement may be terminated by either party giving 30 days notice in writing.

Micro Fiched

STATE OF CALIFORNIA

Heman G. Stark, Director
Department of the Youth Authority

By R H Mallett

Title Chief, Administrative Services Division

COUNTY OF YOLO

By

Title CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services' approval per exemption Notice No. 403.

Chief, Administrative Services Division

Approved as to Form
Dated AUG - 4 1967
CHARLES R. MACK
County Counsel of Yolo County

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

Micro Fiched

Woodland, California Agreement No. 67-61

July 5, 1967

West Side Baptist Church of West

Sacramento

FILED

AUG - 8 1967

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

Micro Filmed

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Documents No. 67-35 and 67-34 in the form of Highway Easement Deeds, covering the following described properties:

Parcel I

A parcel of land being a portion of Lot 149 of Little Poultry Farms, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps, at Page 57, more fully described as follows:

COMMENCING at the Northwest corner of said Lot 149, said corner being at the intersection of the centerlines of Maple Street and Michigan Boulevard; thence along the centerline of said Michigan Boulevard North 85°50'00" East 20.05 feet; thence South 00°02'00" West 25.07 feet to the intersection of the Easterly line of said Maple Street with the Southerly line of said Michigan Boulevard, THE TRUE POINT OF BEGINNING; THENCE along said Southerly line North 85°50'00" East 16.73 feet to a point of cusp with a tangent curve concave to the Southeast, having a radius of 18.00 feet; thence Southwesterly along said curve through a central angle of 85°48'00", an arc length of 26.95 feet to a point of cusp with a tangent line, the Easterly line of said Maple Street; thence along said Easterly line North 00°02'00" East 16.73 feet to the true point of beginning.

Containing 58 square feet.

Parcel II

A parcel of land being a portion of Lot 148 of Little Poultry Farms, according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, in Book 3 of Maps, at Page 57, more fully described as follows:

COMMENCING at the Southwest corner of said Lot 148, said corner being at the intersection of the centerlines of Maple Street and

Micro Filmed

Michigan Boulevard; thence along the centerline of said Michigan Boulevard North 85°50'00" East 20.05 feet; thence North 00°02'00" East 25.07 feet to the intersection of the Easterly line of said Maple Street, with the Northerly line of said Michigan Boulevard, THE TRUE POINT OF BEGINNING; THENCE along said Northerly line North 85°50'00" East 19.37 feet to a point of cusp with a tangent curve concave to the Northeast, having a radius of 18.00 feet; thence Northwesterly along said curve through a central angle of 94°12'00", an arc length of 29.59 feet to a point of cusp with a tangent line, the Easterly line of said Maple Street; thence along said Easterly line South 00°02'00" West 19.37 feet to the true point of beginning.

Micro Fiched

Containing 82 square feet.

have been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said documents and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall:

A. Pay the undersigned grantor the sum of forty-one dollars ($41.00) for the property as conveyed by Highway Easement Deeds No. 67-34 and 67-35 within ninety days (90) after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements (except those of record), and leases, recorded and unrecorded, subject only to general and special County taxes for the fiscal year 1967-68.

B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefor. This transaction will be handled through Escrow No. 57758 for Highway Easement Deed No. 67-34 and Escrow No. 57759 for Highway Easement Deed No. 67-35 with Western Title Company of Woodland.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

West Side Baptist Church of West Sacramento

By R. F. Hocker

By James O Vail

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Recommended for Approval,

By J. Van Leuven
Director of Public Works

COUNTY OF YOLO

Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to form
Dated AUG 3 1967

County Counsel of Yolo County

CORPORATE ACKNOWLEDGMENT

State of California } S.S.
County of Sacramento }

On this 5th day of July, 19 67, before me Victor G. Crawford, a Notary Public in and for said County, personally appeared R. F. Hocker

(SEAL)

known to me to be the President, and as Trustee and James O. Vail, known to me to be the Secretary, and as Trustee of the West Side Baptist Church of West Sacramento, the Corporation that executed the within instrument, and also known to me to be the person who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

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Victor G. Crawford
Notary Public in and for said County and State.

My commission expires November 23, 1970

P-1 6X 10 60 (Revised)

FILED

SEP 21 1967

LAURENCE P. HENIGAN, Clerk

By Deputy

03-Yol-80

YOLO COUNTY
AGREEMENT NO. 67-62

SUPPLEMENTAL FREEWAY AGREEMENT

This Agreement made and entered into, in duplicate, this 7th day of August, 1967, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "State", and the County of Yolo, hereinafter for convenience referred to as "County", witnesseth:

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WHEREAS, the State and County have heretofore entered into a Freeway Agreement dated July 17, 1961, relating to that certain portion of State Highway Route 880 in the County of Yolo, between Route 80, about one mile west of Harbor Boulevard, and the Sacramento County Line near Bryte; and

WHEREAS, the plan of construction as shown on Exhibit "A" attached to said agreement has been altered in certain respects since the date of execution of said agreement; and

WHEREAS, a new plan map has been prepared showing the altered plan of construction;

NOW, THEREFORE, IT IS AGREED:

1. That the plan map attached hereto, marked Revised Exhibit "A", shall be substituted for Exhibit "A" attached to the Freeway Agreement dated July 17, 1961, and become a part of said agreement for all purposes;

2. That except for the substitution of the revised plan map, said Freeway Agreement dated July 17, 1961, shall remain in full force and effect, unmodified by any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day above first written.

APPROVED:

State Highway Engineer

APPROVED AS TO FORM

Attorney (County)

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

JOHN FRANCIS
Director of Public Works

By
J. P. MALONEY
Assistant Director

THE COUNTY OF YOLO
a body Politic

SEP 7 1967

Approved as to Form
Dated AUG 8 1967
County Counsel of Yolo County

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

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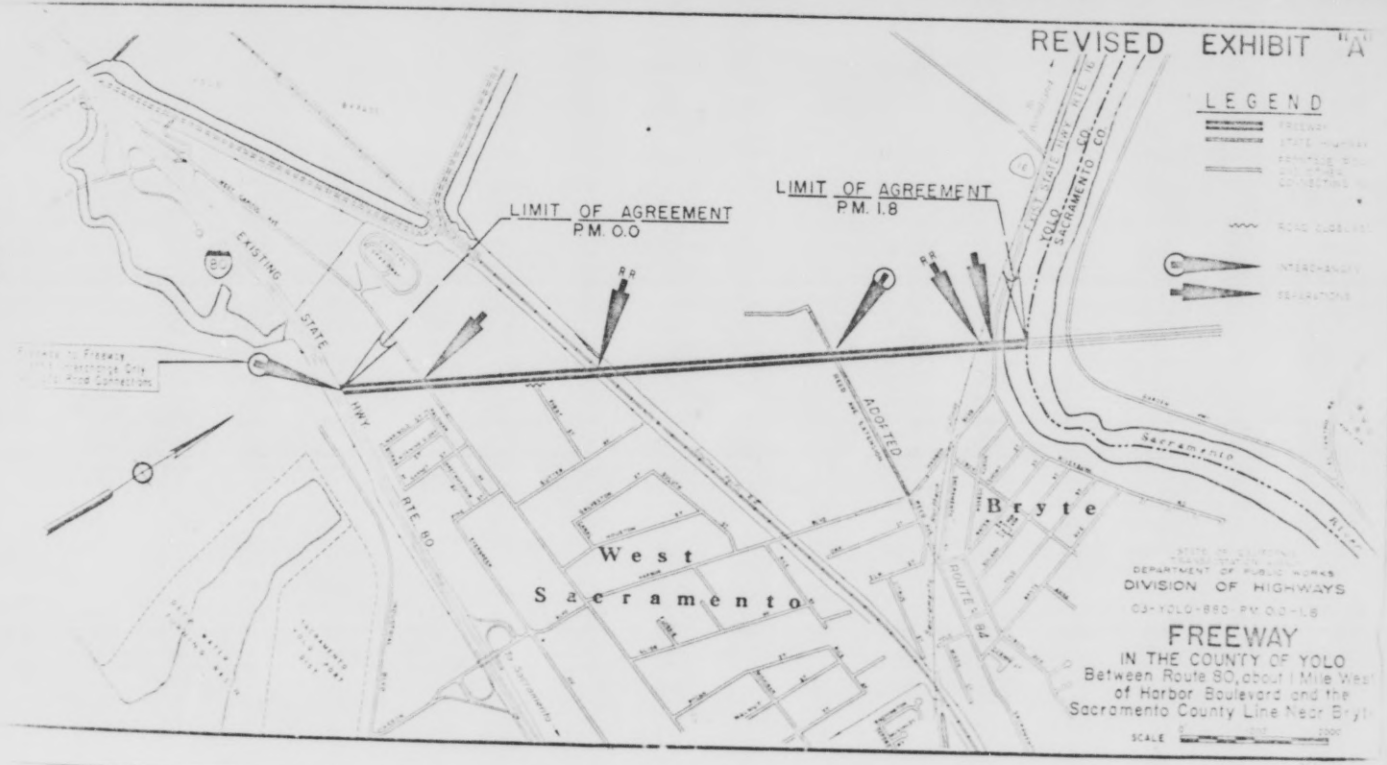

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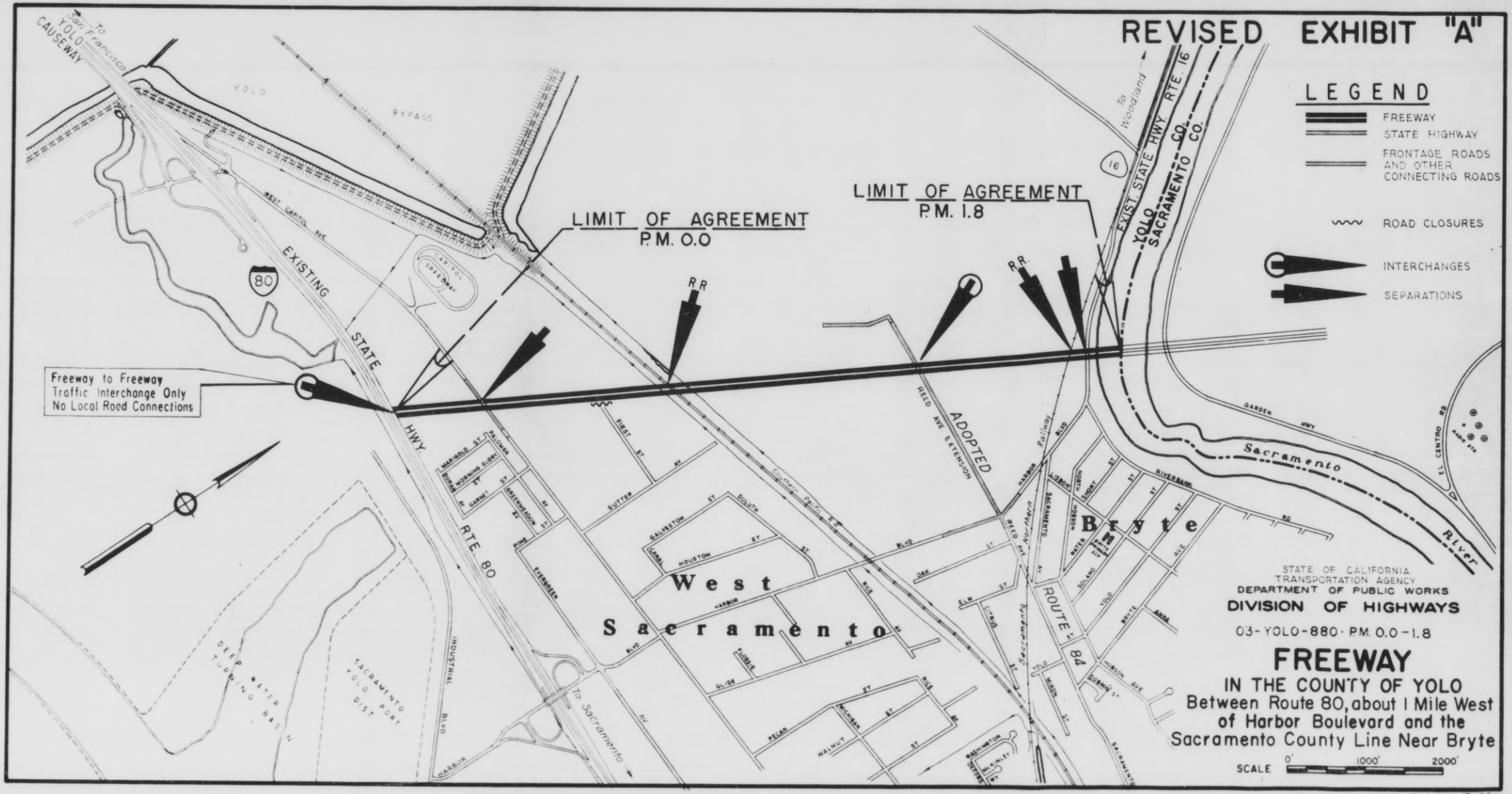
REVISED EXHIBIT "A"
LEGEND
FREEWAY
STATE HIGHWAY
FRONTAGE ROADS AND OTHER CONNECTING ROADS
ROAD CLOSURES
INTERCHANGES
SEPARATIONS
LIMIT OF AGREEMENT P.M. 0.0
LIMIT OF AGREEMENT P.M. 1.8
Freeway to Freeway Traffic Interchange Only No Local Road Connections
EXISTING STATE HWY. RTE. 80
ADOPTED REED AVE EXTENSION
EXIST STATE HWY RTE 16
YOLO SACRAMENTO CO.
West Sacramento
Bryte
ROUTE 84
Sacramento River
STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
03-YOLO-880-P.M. 0.0-1.8
FREEWAY
IN THE COUNTY OF YOLO
Between Route 80, about 1 Mile West of Harbor Boulevard and the Sacramento County Line Near Bryte
SCALE 0' 1000' 2000'
GDS-11-17-66

YOLO COUNTY
AGREEMENT NO. 67-63

CONTRACT FOR AUDITING SERVICE

FOR THE ASSESSOR OF THE

COUNTY OF YOLO

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This agreement made and entered into this 20th day of July, 1967, at Sacramento, California, between the Assessor of the County of Yolo, California, hereinafter called "Assessor" and the State of California (acting through the State Board of Equalization), hereinafter called "State."

It is the desire of the Assessor to use temporarily the services of one or more auditors of the State to assist the Assessor in auditing certain records of property tax assessees of the County. It is the desire of the State to provide the Assessor with temporary assistance of auditor personnel, within the limits of the availability of State personnel and on a fully reimbursed basis.

Upon execution of this agreement the State will provide for the Assessor the services of auditors who audit in-state and out-of-state accounts for California tax purposes. By execution of this agreement, the Assessor certifies that funds for payment of services rendered under this contract are available.

The Assessor shall pay the State for all costs of the services performed under this agreement in accordance with the provisions of Sections 8755 and 8755.1 of the State Administrative Manual appended hereto and constituting a part of this contract. The services to be performed hereunder shall not exceed an aggregate cost of $7,000 and shall be performed for the period of time terminating not later than June 30, 1968. If additional funds are made available by the Assessor, the State may provide additional auditing services by mutual agreement of the parties within the limits of the funds made available.

The accounts to be audited will be mutually agreed upon by the Assessor and the State. The reports of the results of audit services performed hereunder will be made by the State to the Assessor.

Billings for services shall be made monthly to the Assessor and shall be paid promptly in accordance with normal Assessor payment procedures.

Audit results, reports and any information derived from the audits conducted pursuant to this contract will be kept secret in accordance with the intent of Sections 408 and 451 of the California Revenue and Taxation Code.

This contract may be terminated by either party giving written notice thereof to the other party not less than seven days prior to the

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effective date of such termination. Notices shall be mailed to the addresses of the contracting parties indicated below.

In witness whereof this contract has been executed in quadruplicate by and on behalf of the parties hereto.

COUNTY OF YOLO

BY: _____
~~Assessor~~ J. Dudley Stephens
Chairman, Board of Supervisors

~~Yolo County Courthouse~~

Woodland, California

STATE OF CALIFORNIA
State Board of Equalization

By: _____
Executive Secretary

1020 N Street

Sacramento, California

COPY

AUG 25 1967

CHARLES R. MACK
County Counsel of Yolo County

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ACCOUNTING FOR REFUNDS (Renumbered 2/65) 8745.4

The refunds will be abated to the appropriation current for the period of usage for which the claim is being filed.

FEDERAL MOTOR VEHICLE FUEL TAX (Renumbered 2/65) 8745.5

The State is exempt from Federal Excise Tax on motor vehicle fuel.

CONTINGENT REFUNDS UNDER AGREEMENTS FOR INSTALLATION OF UTILITY SERVICE LINES (Revised & Renumbered 2/65) 8750

It is common in agreements with utility companies for installation of service lines to provide for refunds to the State in the event that other consumers later be connected to the utility line serving the state agency. The right of refund is usually for a ten year period and is limited to the total amount of the payment under the agreement.

Accounting control over these contingent receivables will be maintained in memorandum accounts of the agency. When such agreements are negotiated, the contingent account receivable will be recorded in the accounts for the total amount of the installation cost as set forth in the contract. Copies of the agreements can be filed on the subsidiary detail of the contingent receivables account.

The Office of Architecture and Construction will furnish the agency a copy of each agreement providing for refunds negotiated by that office in connection with the construction contracts.

Contingent receivables will be recorded in memorandum accounts by the following entry:

Dr. Contingent Accounts Receivable
Cr. Reserve for Contingent Accounts Receivable

Refunds received during the term of the agreement will be remitted to the State Treasury as abatements to the appropriation from which the installation cost was paid, or if that appropriation has reverted, as refunds to reverted appropriations. At the time the abatements are recorded, entries will be made to reduce the balances in Accounts No. 164 and 350 and the above memorandum accounts.

Upon expiration of the agreement the agency will check with the utility company to determine whether it is entitled to any further refund. Then any unrefunded balance will be cancelled by debiting Reserve for Contingent Accounts Receivable and crediting Contingent Accounts Receivable.

CHARGES FOR SERVICES TO OTHER THAN STATE AGENCIES (Renumbered 2/65) 8755

Many state agencies are authorized to perform services for individuals, firms, corporations, other governmental jurisdictions, etc. and charge for them at cost. Charges for such services will include all appropriate costs. (See Section 8755.1.) In order to maximize interest earnings, services provided will be billed for promptly. Progress billings will be made for services provided over an extended period.

COST ELEMENTS INCLUDED (Revised 7/65) 8755.1

The following costs will be included in developing charges for such services unless otherwise specified by law:

1. Direct Costs:

   a. Identifiable salaries and wages incurred in rendering the service, computed at the rates prescribed in Section 8740 and 8740.1.

   b. Identifiable operating expenses incurred in rendering the service, such as the cost of materials, travel expenses, pool car rental expense, long distance toll charges, etc.

   c. Charges for other than incidental use of major equipment, such as heavy road and construction equipment, vehicles, punched card and data processing equipment, etc. at rates per mile, hour, etc. based upon costs of ownership, maintenance, and operation.

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2. Overhead Costs:

Proportionate shares of unit, bureau, division, and department administrative, supervisory, and executive expense and indirect clerical expense, including expense for salaries and wages; state expense for employee retirement, social security, and health benefits; and general operating expenses.

The amount of overhead costs to be allocated to each direct labor hour worked by a unit may be computed by:

a. Prorating the actual or estimated annual bureau, division, and department overhead to the unit concerned in the ratio that the total actual or estimated annual salaries and wages expense of the unit bears to the total actual or estimated annual salaries and wages expense of all units.

b. Adding the amount determined in (a) above to the actual or estimated annual unit overhead of the unit concerned.

c. Dividing the sum determined in (b) above by the total actual or estimated number of working hours during the year (at 1,824 hours per employee) for all employees of the unit except administrative, supervisory, or executive personnel. Department executive and administrative expense normally will include the expense of boards; the executive office; and the accounting, personnel, legal, business management, statistical, and similar units.

3. Other Costs:

Costs not paid by the agency. Normally special fund agencies are charged for General Fund services and the use of General Fund facilities. Therefore, such costs for special fund agencies normally will be included under Overhead Costs. Agencies supported from the General Fund, however, do not pay for several types of state expense that are borne by the General Fund. Pursuant to Government Code Section 11010, agencies supported from the General Fund must include in their charges for services to other than state agencies a charge for the following costs not paid by the agency which are not included in Direct Costs or Overhead Costs above:

a. Rent for space occupied in a General Fund building, including janitorial services, utilities, maintenance, etc. which would be charged to the department if it were supported by a special fund.

b. General administrative pro rata charges.

c. A proportionate share of the liability insurance premiums related to agency-owned motor vehicles.

d. Workmen's Compensation Insurance. (The applicable rate for each department will be furnished upon request by the State Compensation Insurance Fund.)

e. Attorney General's services. (Each department's cost for this service will be furnished upon request by the Department of Justice Accounting Office.)

ACCOUNTING (Revised & Renumbered 2/65) 8755.2

The reimbursements will be accounted as appropriation reimbursements of the appropriation to the agency current at the time the service was performed. The fact that these reimbursements will include reimbursements of some costs not paid by the agency will be considered in budgeting.

CHARGES FOR INTER-AGENCY SERVICES (Revised & Renumbered 2/65) 8760

Section 11256, Government Code provides in part that state agencies furnishing inter-agency services shall charge for such direct and indirect costs as may be approved by the Director of General Services.

COST ELEMENTS INCLUDED (Revised & Renumbered 2/65) 8760.1

Charges for inter-agency services will include the following costs: Micro Fiched

1. Identifiable salaries and wages incurred in rendering the service, computed at the rates prescribed in Sections 8740 and 8740.1.

2. Identifiable operating expenses incurred in connection with rendering the service such as materials, travel expenses, and equipment rentals.

3. Proportionate shares of applicable costs not specifically identifiable with the service performed.

4. Proportionate shares of administrative overhead.

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408. Assessor's records. (a) Except as otherwise provided in subdivision (b) any information and records in the assessor's office which are not required by law to be kept or prepared by the assessor are not public documents and shall not be open to public inspection.

(b) The assessor shall permit an assessee of property to inspect at the assessor's office any information and records, whether or not required to be kept or prepared by the assessor, relating to the appraisal and the assessment of his property, except information and records which also relate to the property or business affairs of a person other than the assessee.

History.—Added by Stats. 1941, p. 2051, in effect June 6, 1941. Stats. 1951, p. 2909, in effect September 15, 1951, added "(a) Except as otherwise provided in subdivision (b)" and subdivision (b).

The words "kept or prepared" in this section are not synonymous, and even though not prepared by the assessor, An affidavit submitted to claim a welfare exemption which is retained in the assessor's records is "kept" by the assessor for the purposes of this section and is open to public inspection. *Gallagher v. Boller*, 231 Cal. App. 2d 483.

451. Information held secret. All information required by the assessor or furnished in the property statement shall be held secret by the assessor. The statement is not a public document and is not open to public inspection.

Disclosure in response to subpena.—This section probably precludes the disclosure of information or the production of the property statement in response to a subpena as well as in other ways. See Code of Civil Procedure, Section 1881, subdivision (5), and *In re Valencia Condensed Milk Co.*, 340 Fed. 210.

An affidavit submitted to an assessor to claim a welfare exemption is voluntarily submitted, is a document separate from the property statement, and is not confidential under this section. *Gallagher v. Boller*, 231 Cal. App. 2d 483.

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FILED
AUG 22 1967
LAURENCE B. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 67-64

(Yolo County Communications Department Service Agreement)

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THIS AGREEMENT made and entered into this 7th day of August, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and Bryte County Fire Protection District, hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

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(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 21st day of August, 1967.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

OWNER

_____

_____

Micro Fiched

FILED
AUG 22 1967
LAURENCE P. HENIGAN, Clerk
By ... Deputy

AGREEMENT NO. 67-65

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 9th day of August, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and Washington Fire Protection District, hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

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(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 21st day of August, 1967.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK
BY _____
DEPUTY

(SEAL)

OWNER

_____

_____
President, Board of Directors
Washington Fire Protection District

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FILED
AUG 22 1967
LAUDENCE P. HELGEAN, Clerk
By Nola E. Spicer
Deputy

AGREEMENT NO. 67-66

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 21st day of August, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and YOLO FIRE PROTECTION DIST., hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

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(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 21st day of August, 1967.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE K. HENIGAN, CLERK

BY _____
DEPUTY

OWNER-YOLO FIRE PROTECTION DISTRICT

BY: Evelyn R. Richter, Chairman

_____

(SEAL)

Albert Schneppe

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FILED
AUG 22 1967
LAURENCE P. HERIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 67-67

(Yolo County Communications Department Service Agreement)

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THIS AGREEMENT made and entered into this 21st day of August, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and ZAMORA FIRE PROTECTION DISTRICT, hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

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(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

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(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 21st day of August, 1967.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

OWNER

Micro Fiched

_____

_____

ZAMORA FIRE PROTECTION DISTRICT of Yolo County

FILED
AUG 22 1967
LAURENCE P. HENIGAN, Clerk
By Elaine Engineer
Deputy

AGREEMENT NO. 67-68

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 1st day of August, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and Yolo Cachina Joint Powers Unit, hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

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(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 21st day of August, 1967.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

OWNER

_____

_____

Micro Filmed

FILE

AUG 22 1967

LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 67-69

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 3rd day of August, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50)

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Micro Etched

per transmitter; HOWEVER, it is further agreed that the rates charged for this service do not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 21st day of August, 1967.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
OWNER:

YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
-Original signed-

BY s/s Joseph O. Griffin, Chairman

Attest: Wm. L. McAnlis, Secretary

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

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YOLO COUNTY
AGREEMENT NO. 67-70

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of August, 1967, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the County, party of the first part, and the CALIFORNIA STATE CHAMBER OF COMMERCE, AGRICULTURE AND INDUSTRY, a non-profit corporation organized and existing under the laws of the State of California, hereinafter referred to as the State Chamber, party of the second part,

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WITNESSETH:

THAT WHEREAS the Board of Supervisors of the County is, by the provisions of section 26100 of the Government Code of the State of California, authorized to levy a special tax to be used for advertising, exploiting, and making known the resources of the County for the purpose of inducing immigration to and increasing the trade and commerce of the said County, and for advertising, for said purposes, the agricultural, horticultural, viticultural, mineral, industrial, commercial, climatic, recreational, and other resources or advantages of the County; and

WHEREAS the said State Chamber is a non-profit corporation organized for the purpose, among others, of advertising, exploiting, and making known the resources of the various counties of the State, for the purpose of inducing immigration to such counties and increasing the trade and commerce thereof, and advertising the resources of such counties; and

WHEREAS the said Board of Supervisors of the County does not have all the facilities for advertising, exploiting, and making known the resources of the County for the aforesaid purposes and the said Board of Supervisors, in its judgment, believes that the said State Chamber is competent to perform such services for the County, and has determined that a portion of its advertising funds could best be utilized and the purpose for which said funds have been set aside could best be served by engaging the services of said State Chamber to advertise and make known the resources of the County for the aforesaid purposes, and

Micro Fiched

MINUTE ORDER

WHEREAS the said Board of Supervisors of the said County, by ~~resolution~~ adopted at a meeting of the Board held on the 28th day of August, 1967, did agree to engage the services of the said State Chamber, for the aforesaid purposes, and to compensate said State Chamber for such services from the funds of the County, and did further authorize the Chairman of the said Board of Supervisors to enter into a written agreement to that effect with the said State Chamber,

NOW THEREFORE IT IS AGREED by and between the parties hereto, that during the period from July 1, 1967 to and including June 30, 1968, the said State Chamber has performed and will continue to perform the following services advertising, exploiting, and making known the various resources of the County, for the purpose of inducing immigration thereto and increasing the trade and commerce thereof, namely:

1. Has maintained and will continue to maintain an adequately staffed Economic Development and Research Department which has performed and will continue to perform the following services:

   A. Provide basic economic data on all resources of the County, natural, industrial, and agricultural, and make such data available to inquirers, prospective residents, settlers, and business firms.

   B. Provide and publish economic survey reports dealing with individual subjects, such as income, population, mineral production, manufacturing, agricultural production, retail trade, and other items showing the comparative standing of the various counties of the State in these respects.

   C. Provide information as to sources for suppliers of various California manufactured products and from time to time prepare specific lists of such suppliers and give national distribution to such reports, thus increasing the commerce of various counties, including YOLO COUNTY.

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D. In cooperation with the State Chamber's Industrial Development Committee, continue to encourage the preparation of Standard Industrial Survey Reports for various communities, and give state and national distribution of such reports when prepared, to individuals and business firms wishing to locate in California, so that such individuals and firms may compare the resources of various areas and counties, including YOLO COUNTY to determine the most desirable plant sites for such businesses.

E. Maintain a Library and Information Service, to answer written and oral inquiries from some several thousand persons and firms each year, thus giving extensive advertising to the resources of the various counties, including YOLO COUNTY.

2. Has maintained and will continue to maintain a Travel and Recreation Department which, through its various activities and publications, assists in the development of recreational resources of all counties, including YOLO COUNTY, and advertises existing recreational resources, as well as any special celebrations or events scheduled to be held in said YOLO COUNTY, in order to attract visitors and increase the trade and commerce of said County.

3. Has maintained and will continue to maintain a Natural Resources Department which, through the activities of its various committees, carries on programs of importance to all counties, including YOLO COUNTY, in the following areas:

A. Protection of forest resources against damage by fire and pests, with resultant protection of watersheds, and sound utilization of such forest resources for lumber production, grazing lands, and recreational areas.

B. Protection of fish and game resources, through sound management, so that such resources may be available to commercial interests and sportsmen and increase travel to the County.

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C. Sound development of California's water resources, including the water resources of the County.

4. Has maintained and will continue to maintain an Agricultural Department, to furnish assistance to all counties, including YOLO COUNTY, by the development of sound marketing programs to assist in the marketing of agricultural products, and by assisting in the development of programs for control of agricultural pests, thus increasing the agricultural trade and commerce of the County.

5. Has maintained and will continue to maintain a Highway Department which, through the activities of its committees and the staff assigned to it, has aided and will aid in inducing immigration to said YOLO COUNTY and increase its trade and commerce by promoting improvement of the highways leading into and through said County, and by assisting in presenting the highway problems and needs of said County to representatives of the other counties throughout the state and to state and federal officials, in the interest of exploiting the resources of said County.

IT IS FURTHER AGREED by and between the parties hereto, that the said County, for and in consideration of the performance of the aforesaid and similar services by the said State Chamber, in advertising and exploiting the County's resources for the purpose of inducing immigration to the County and increasing its trade and commerce, does hereby agree to pay to the said State Chamber the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) during the fiscal year 1967-68.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in duplicate on the day and year first hereinabove written by their officers thereunto duly authorized.

COUNTY OF YOLO

By Vice-Chairman, Board of Supervisors

LAURENCE P. HEWITSON
County Clerk and Ex-officio Clerk
Board of Supervisors

BY Deputy

CALIFORNIA STATE CHAMBER OF COMMERCE
AGRICULTURE AND INDUSTRY

By President

General Manager

APPROVED AS TO FORM:
DATE: AUG 2 1967
NAME: COUNTY COUNSEL

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(25)

YOLO COUNTY
AGREEMENT NO.67-71

FILED

SEP 29 1967

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

Micro Fiched

CONTRACT FOR AUDITING SERVICE

FOR THE ASSESSOR OF THE

COUNTY OF YOLO

This agreement made and entered into this 20th day of July, 1967, at Sacramento, California, between the County of Yolo, California, hereinafter called "County" and the State of California (acting through the State Board of Equalization), hereinafter called "State."

It is the desire of the County to use temporarily the services of one or more auditors of the State to assist the County in auditing certain records of property tax assessees of the County. It is the desire of the State to provide the County with temporary assistance of auditor personnel, within the limits of the availability of State personnel and on a fully reimbursed basis.

Upon execution of this agreement the State will provide for the County the services of auditors who audit in-state and out-of-state accounts for California tax purposes. By execution of this agreement, the County certifies that funds for payment of services rendered under this contract are available.

The County shall pay the State for all costs of the services performed under this agreement in accordance with the provisions of Sections 8755 and 8755.1 of the State Administrative Manual appended hereto and constituting a part of this contract. The services to be performed hereunder shall not exceed an aggregate cost of $7,000 and shall be performed for the period of time terminating not later than June 30, 1968. If additional funds are made available by the County, the State may provide additional auditing services by mutual agreement of the parties within the limits of the funds made available.

The accounts to be audited will be mutually agreed upon by the Assessor of Yolo County and the State. The reports of the results of audit services performed hereunder will be made by the State to the Assessor of Yolo County.

Billings for services shall be made monthly to the County Assessor and shall be paid promptly in accordance with normal Assessor payment procedures.

Audit results, reports and any information derived from the audits conducted pursuant to this contract will be kept secret in accordance with the intent of Sections 408 and 451 of the California Revenue and Taxation Code.

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This contract may be terminated by either party giving written notice thereof to the other party not less than seven days prior to the effective date of such termination. Notices shall be mailed to the addresses of the contracting parties indicated below.

In witness whereof this contract has been executed in quadruplicate by and on behalf of the parties hereto.

COUNTY OF YOLO

BY: _____

Chairman, Board of Supervisors
Yolo County Courthouse
Woodland, California.

STATE OF CALIFORNIA
State Board of Equalization

BY: _____

Executive Secretary

1020 N Street

Sacramento, California

Approved as to form
Dated Sept. 5, 1967.
County Counsel of Yolo County

Department of General Services
APPROVED
SEP 26 1967
By ANDREW P. LOLLI, Director
Senior Counsel

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ACCOUNTING FOR REFUNDS (Renumbered 2/65) 8745.4

The refunds will be abated to the appropriation current for the period of usage for which the claim is being filed.

FEDERAL MOTOR VEHICLE FUEL TAX (Renumbered 2/65) 8745.5

The State is exempt from Federal Excise Tax on motor vehicle fuel.

CONTINGENT REFUNDS UNDER AGREEMENTS FOR INSTALLATION OF UTILITY SERVICE LINES (Revised & Renumbered 2/65) 8750

It is common in agreements with utility companies for installation of service lines to provide for refunds to the State in the event that other consumers later be connected to the utility line serving the state agency. The right of refund is usually for a ten year period and is limited to the total amount of the payment under the agreement.

Accounting control over these contingent receivables will be maintained in memorandum accounts of the agency. When such agreements are negotiated, the contingent account receivable will be recorded in the accounts for the total amount of the installation cost as set forth in the contract. Copies of the agreements can be filed as the subsidiary detail of the contingent receivables account.

The Office of Architecture and Construction will furnish the agency a copy of each agreement providing for refunds negotiated by that office in connection with the construction contracts.

Contingent receivables will be recorded in memorandum accounts by the following entry:

Dr. Contingent Accounts Receivable
Cr. Reserve for Contingent Accounts Receivable

Refunds received during the term of the agreement will be remitted to the State Treasury as abatements to the appropriation from which the installation cost was paid, or if that appropriation has reverted, as refunds to reverted appropriations. At the time the abatements are recorded, entries will be made to reduce the balances in Accounts No. 164 and 350 and the above memorandum accounts.

Upon expiration of the agreement the agency will check with the utility company to determine whether it is entitled to any further refund. Then any unrefunded balance will be cancelled by debiting Reserve for Contingent Accounts Receivable and crediting Contingent Accounts Receivable.

CHARGES FOR SERVICES TO OTHER THAN STATE AGENCIES (Renumbered 2/65) 8755

Many state agencies are authorized to perform services for individuals, firms, corporations, other governmental jurisdictions, etc. and charge for them at cost. Charges for such services will include all appropriate costs. (See Section 8755.1.) In order to maximize interest earnings, services provided will be billed for promptly. Progress billings will be made for services provided over an extended period.

COST ELEMENTS INCLUDED (Revised 7/65) 8755.1

The following costs will be included in developing charges for such services unless otherwise specified by law:

1. Direct Costs:

   a. Identifiable salaries and wages incurred in rendering the service, computed at the rates prescribed in Section 8740 and 8740.1.

   b. Identifiable operating expenses incurred in rendering the service, such as the cost of materials, travel expenses, pool car rental expense, long distance toll charges, etc.

   c. Charges for other than incidental use of major equipment, such as heavy road and construction equipment, vehicles, punched card and data processing equipment, etc. at rates per mile, hour, etc. based upon costs of ownership, maintenance, and operation.

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2. Overhead Costs:

Proportionate share of unit, bureau, division, and department administrative, supervisory, and executive expense and indirect clerical expense, including expense for salaries and wages; state expense for employee retirement, social security, and health benefits; and general operating expenses.

The amount of overhead costs to be allocated to each direct labor hour worked by a unit may be computed by:

a. Treating the actual or estimated annual bureau, division, and department overhead to the unit concerned in the ratio that the total actual or estimated annual salaries and wages expense of the unit bears to the total actual or estimated annual salaries and wages expense of all units.

b. Adding the amount determined in (a) above to the actual or estimated annual unit overhead of the unit concerned.

c. Dividing the sum determined in (b) above by the total actual or estimated number of working hours during the year (at 1,824 hours per employee) for all employees of the unit except administrative, supervisory, or executive personnel. Department executive and administrative expense normally will include the expense of boards; the executive office; and the accounting, personnel, legal, business management, statistical, and similar units.

3. Other Costs:

Costs not paid by the agency. Normally special fund agencies are charged for General Fund services and the use of General Fund facilities. Therefore, such costs for special fund agencies normally will be included under Overhead Costs. Agencies supported from the General Fund, however, do not pay for several types of state expense that are borne by the General Fund. Pursuant to Government Code Section 11010, agencies supported from the General Fund must include in their charges for services to other than state agencies a charge for the following costs not paid by the agency which are not included in Direct Costs or Overhead Costs above:

a. Rent for space occupied in a General Fund building, including janitorial services, utilities, maintenance, etc. which would be charged to the department if it were supported by a special fund.

b. General administrative pro rata charges.

c. A proportionate share of the liability insurance premiums related to agency-owned motor vehicles.

d. Workmen's Compensation Insurance. (The applicable rate for each department will be furnished upon request by the State Compensation Insurance Fund.)

e. Attorney General's services. (Each department's cost for this service will be furnished upon request by the Department of Justice Accounting Office.)

ACCOUNTING (Revised & Renumbered 2/65) 8755.2

The reimbursements will be accounted as appropriation reimbursements of the appropriation to the agency current at the time the service was performed. The fact that these reimbursements will include reimbursements of some costs not paid by the agency will be considered in budgeting.

CHARGES FOR INTER-AGENCY SERVICES (Revised & Renumbered 2/65) 8760

Section 11256, Government Code provides in part that state agencies furnishing inter-agency services shall charge for such direct and indirect costs as may be approved by the Director of General Services.

COST ELEMENTS INCLUDED (Revised & Renumbered 2/65) 8760.1

Charges for inter-agency services will include the following costs:

1. Identifiable salaries and wages incurred in rendering the service, computed at the rates prescribed in Sections 8740 and 8740.1.

2. Identifiable operating expenses incurred in connection with rendering the service such as materials, travel expenses, and equipment rentals.

3. Proportionate shares of applicable costs not specifically identifiable with the service performed.

4. Proportionate shares of administrative overhead.

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408. Assessor's records. (a) Except as otherwise provided in subdivision (b) any information and records in the assessor's office which are not required by law to be kept or prepared by the assessor are not public documents and shall not be open to public inspection.

(b) The assessor shall permit an assessee of property to inspect at the assessor's office any information and records, whether or not required to be kept or prepared by the assessor, relating to the appraisal and the assessment of his property, except information and records which also relate to the property or business affairs of a person other than the assessee.

History.—Added by Stats. 1941, c. 2051, in effect June 6, 1941. Stats. 1961, p. 2909, in effect September 15, 1961, added "(a) Except as otherwise provided in subdivision (b)" and subdivision (b).

The words "kept or prepared" in this section are not synonymous, and even though not prepared by the assessor, An affidavit submitted to claim a welfare exemption which is retained in the assessor's records is "kept" by the assessor for the purposes of this section and is open to public inspection. *Gallagher* v. *Boller*, 231 Cal. App. 2d 482.

451. Information held secret. All information required by the assessor or furnished in the property statement shall be held secret by the assessor. The statement is not a public document and is not open to public inspection.

Disclosure in response to subpena.—This section probably precludes the disclosure of information or the production of the property statement in response to a subpena as well as in other ways. See Code of Civil Procedure, Section 1881, subdivision (5), and *In re Valencia Condensed Milk Co.*, 240 Fed. 110.

An affidavit submitted to an assessor to claim a welfare exemption is voluntarily submitted, is a document separate from the property statement, and is not confidential under this section. *Gallagher* v. *Boller*, 231 Cal. App. 2d 482.

Micro Fiched

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FILED
SEP 12 1967
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 67-72

Micro Fiched

THIS AGREEMENT made and entered into this 15th day of September, 1967, by and between F. J. SCOGGINS, hereinafter referred to as CONTRACTOR and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, COUNTY desires to assure competent maintenance services for the Knights Landing Fishing Access Area and the Yolo County Dump located at Knights Landing.

NOW, THEREFORE, IN CONSIDERATION of the promises of the parties hereto, it is mutually agreed as follows:

(1) It is understood and agreed that CONTRACTOR shall maintain the Knights Landing Fishing Access Area premises in a neat and orderly fashion by picking up any refuse or litter and keep trash cans emptied and generally police said premises;

(2) It is understood and agreed that CONTRACTOR shall maintain the County Dump located at Knights Landing in an orderly manner and may use said dump for storage and destruction of garbage of all types which may be collected and deposited by CONTRACTOR. CONTRACTOR shall not permit the dumping of dead animals and/or poultry in said dump;

(3) It is further understood and agreed that the deposit of the said garbage and refuse shall be subject to supervision and direction of the Yolo County Health Department and all State and county regulations and CONTRACTOR shall maintain said dump to conform to the regulations and requirements of the Yolo County Health Department and all State and county regulations;

Micro Fiched

(4) It is further agreed and understood that CONTRACTOR shall retain all salvage rights in or to any matter which is

deposited in said dump and that said dump shall be opened to the general public for the storage and deposit of garbage and refuse at all reasonable times and without charge;

Micro Fiched

(5) It is understood and agreed that COUNTY shall pay to the CONTRACTOR the sum of ONE HUNDRED FIFTY AND NO/100 ($150.00) DOLLARS per month, payable monthly for the services rendered under this agreement;

(6) It is hereby mutually agreed by and between the parties hereto that CONTRACTOR is an independent contractor under this agreement and is not an agent or employee of COUNTY.

(7) It is further agreed between the parties that this agreement may be cancelled and terminated by either party hereto by the giving of a thirty-day written notice of intention to cancel or terminate said agreement.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

_____
F. J. SCOGGINS
F. J. SCOGGINS

Micro Fiched

FILED
SEP 21 1967
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 67-73

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into this 11th day of September, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the law of the State of California; and

Micro Fiched

WHEREAS, it is the desire of the OWNER, that the COUNTY service, repair, and maintain all of the radio communication equipment of the OWNER, for the period from and including July 1, 1967 to and including June 30, 1968; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said radio communication equipment of the OWNER;

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY will, when notified by the OWNER, repair, service, and maintain the said radio communications equipment; said OWNER shall allow the Yolo County Communications Department personnel a reasonable amount of time to arrive at the location where said equipment to be repaired, serviced, and maintained is situated.

Micro Fiched

2. COUNTY will provide to OWNER common equipment service consisting of the use of the mobile repeater unit operated by and licensed to COUNTY to facilitate the operation of OWNER's mobile and control units and handi-talkie units.

3. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repairs, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges

shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts to be charged out at COST PLUS TEN PER CENT (10%).

(c) Standard mobile installations shall be Thirty dollars ($30.00).

(d) Removal of mobile units shall be Seven and 50.100 dollars ($7.50).

(e) Required F.C.C. measurements shall be charged at the rate of Seven and 50/100 dollars ($7.50) per transmitter. HOWEVER, it is further agreed that the rates charged for this service do not include labor for repairs to the equipment.

(f) The rate for the communications services consisting of common equipment service shall be Ten dollars ($10.00) per month per mobile unit and Ten dollars ($10.00) per month per base or control unit operated by OWNER, and Four dollars ($4.00) per month per portable or handi-talkie unit.

4. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. It is mutually agreed that this agreement shall remain in force for the above-mentioned period until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 11th day of September, 1967.

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COUNTY OF YOLO

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By _____

Approved as to Form
Date _____
_____ Deputy

ATTEST:

LAURENCE P. HEINDAL, CLERK

By _____ DEPUTY

(SEAL)

APPROVED AS TO FORM:

_____
ROMULUS B. PORTWOOD
ASSISTANT COUNSEL OF THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA

Micro Fiched

FILED
SEP 12 1967
LAURENCE P. HERRIGAN, Clerk
By [signature] Deputy

AGREEMENT NO. 67-74

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into this 5th day of SEPT., 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and WILLOW OAK FIRE PROT. DIST., hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

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(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 11th day of September, 1967.

COUNTY OF YOLO

Micro Fiched

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK
BY _____
DEPUTY

(SEAL)

OWNER Willow Oak Fire Prot. Dist.

X Joseph Schneeberger

X _____

X _____

-2- Harry N Carrow

FILED
SEP 12 1967
LAURENCE P. HENRIGAN, Clerk
By Helen E. Lucas Deputy

AGREEMENT NO. 67-75

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 11th day of September, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and the SACRAMENTO-YOLO PORT DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the law of the State of California; and

WHEREAS, it is the desire of the OWNER, that the COUNTY service, repair, and maintain all of the radio communication equipment of the OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said radio communication equipment of the OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY will, when notified by the OWNER, repair, service, and maintain the said radio communications equipment; said OWNER shall allow the Yolo County Communications Department personnel a reasonable amount of time to arrive at the location where said equipment to be repaired, serviced, and maintained is situated.

2. COUNTY will provide to OWNER common equipment service consisting of the use of the mobile repeater unit operated by and licensed to COUNTY to facilitate the operation of OWNER'S mobile and control units and handi-talkie units.

3. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repairs, and maintenance listed herein.

Micro Fiched

Micro Fiched

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts to be charged out at COST PLUS TEN PERCENT (10%).

(c) Standard mobile installations shall be thirty dollars ($30.00).

(d) Removal of mobile units shall be seven and 50/100 dollars ($7.50).

(e) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter. HOWEVER, it is further agreed that the rates charged for this service does not include labor for repairs to the equipment.

(f) The rate for the communications services consisting of common equipment service shall be four dollars ($4.00) per month per mobile unit and four dollars ($4.00) per month per base or control unit operated by OWNER, and four dollars ($4.00) per month per portable or handi-talkie unit.

4. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communications Department in fulfilling the terms of this agreement.

Micro Fiched

Micro Filmed

5. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 11th day of September, 1967.

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

OWNER

SACRAMENTO-YOLO PORT DISTRICT

Melvin Shore
Port Director & Chief Engineer

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY: DEPUTY

(SEAL)

Micro Filmed

Book

FILED
SEP 12 1967
LAURENCE P. HERRIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 67-76

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 14th day of August, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and the CITY OF DAVIS, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the law of the State of California; and

WHEREAS, it is the desire of the OWNER, that the COUNTY service, repair, and maintain all of the radio communication equipment of the OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said radio communication equipment of the OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY will, when notified by the OWNER, repair, service, and maintain the said radio communications equipment; said OWNER shall allow the Yolo County Communications Department personnel a reasonable amount of time to arrive at the location where said equipment to be repaired, serviced, and maintained is situated.

2. COUNTY will provide to OWNER common equipment service consisting of the use of the mobile repeater unit operated by and licensed to COUNTY to facilitate the operation of OWNER'S mobile and control units and handi-talkie units.

3. COUNTY shall provide daily telephone answering service for OWNER'S police department between the hours of midnight and 8:00 o'clock A.M.

Micro Fiched

4. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repairs, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

Micro Fiched

(b) All parts to be charged out at COST PLUS TEN PERCENT (10%).

(c) Standard mobile installations shall be thirty dollars ($30.00).

(d) Removal of mobile units shall be seven and 50/100 dollars ($7.50).

(e) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter. HOWEVER, it is further agreed that the rates charged for this service does not include labor for repairs to the equipment.

(f) The rate for the communications services consisting of common equipment service shall be ten dollars ($10.00) per month per mobile unit and ten dollars ($10.00) per month per base or control unit operated by OWNER, and four dollars ($4.00) per month per portable or handi-talkie unit.

(g) The rate for telephone service shall be fifteen dollars ($15.00) per month.

Micro Fiched

5. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communications Department in fulfilling the terms of this agreement.

Micro Filmed

6. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 11th day of September, 1967.

COUNTY OF YOLO

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

OWNER

_____
CHAIRMAN OF THE CITY COUNCIL
CITY OF DAVIS

ATTEST:

LAURENCE P. HENIGAN, CLERK
BY: _____
DEPUTY

(SEAL)

Micro Fiched

Book

FILED
SEP 12 1967
LAURENCE P. HENIGAN, Clerk
By PETE F. LUCAS Deputy

AGREEMENT NO. 67-77

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 5th day of September, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and CITY OF DAVIS, hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

Micro Fiched

Micro Fiched

(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 11th day of September, 196 7.

COUNTY OF YOLO

Micro Fiched

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK
BY _____
DEPUTY

OWNER

_____ for Inc. Dist.

_____ for City of Davis

(SEAL)

AGREEMENT NO. 67-78

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 11th day of September, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and the CITY OF WOODLAND, Police Department, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the law of the State of California; and

WHEREAS, it is the desire of the OWNER, that the COUNTY service, repair, and maintain all of the radio communication equipment of the OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said radio communication equipment of the OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY will, when notified by the OWNER, repair, service, and maintain the said radio communications equipment; said OWNER shall allow the Yolo County Communications Department personnel a reasonable amount of time to arrive at the location where said equipment to be repaired, serviced, and maintained is situated.

2. COUNTY will provide to OWNER common equipment service consisting of the use of the mobile repeater unit operated by and licensed to COUNTY to facilitate the operation of OWNER'S mobile and control units and handi-talkie units.

3. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repairs, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

Micro Fiched

(b) All parts to be charged out at COST PLUS TEN PERCENT (10%).

Micro Fiched

(c) Standard mobile installations shall be thirty dollars ($30.00).

(d) Removal of mobile units shall be seven and 50/100 dollars ($7.50).

(e) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter. HOWEVER, it is further agreed that the rates charged for this service does not include labor for repairs to the equipment.

(f) The rate for the communications services consisting of common equipment service shall be ten dollars ($10.00) per month per mobile unit and ten dollars ($10.00) per month per base or control unit operated by OWNER, and four dollars ($4.00) per month per portable or handi-talkie unit.

4. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

Micro Fiched

DATED this 11th day of September, 1967.

COUNTY OF YOLO

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

OWNER - CITY OF WOODLAND

CHAIRMAN OF THE CITY COUNCIL
CITY OF WOODLAND
MAYOR

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Micro Fiched

FILED
SEPT 21 1967
LAUREN [illegible], Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 67-79

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 11th day of September, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and the CITY OF WOODLAND, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the law of the State of California; and

WHEREAS, it is the desire of the OWNER, that the COUNTY service, repair, and maintain all of the radio communication equipment of the OWNER, and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said radio communication equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY will, when notified by the OWNER, repair, service, and maintain the said radio communications equipment; said OWNER shall allow the Yolo County Communications Department personnel a reasonable amount of time to arrive at the location where said equipment to be repaired, serviced, and maintained is situated.

2. COUNTY will provide the OWNER common equipment service consisting of the use of the mobile repeater unit operated by and licensed to COUNTY to facilitate the operation of OWNER'S mobile and control units and handi-talkie units.

3. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repairs, and maintenance listed herein.

Micro Fiched

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

Micro Fiched

(b) All parts to be charged out at COST PLUS TEN PERCENT (10%).

(c) Standard mobile installations shall be thirty dollars ($30.00).

(d) Removal of mobile units shall be seven and 50/100 dollars ($7.50).

(e) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter. HOWEVER, it is further agreed that the rates charged for this service does not include labor for repairs to the equipment.

(f) The rate for the communications services consisting of common equipment service provided to the Department of Public Works of OWNER shall be four dollars ($4.00) per month per mobile unit, base or control unit and handi-talkie or portable unit.

4. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

Micro Fiched

5. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 11th day of September, 1967.

COUNTY OF YOLO

Micro Fiched

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

OWNER - CITY OF WOODLAND

MAYOR

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY: DEPUTY

(SEAL)

Micro Fiched

FILED
SEP 12 1967
LAURENCE P. HENIGAN, Clerk
By PETE F. LUCAS Deputy

AGREEMENT NO. 67-80

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 11th day of September, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and CITY OF WOODLAND, hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

Micro Fiched

Micro Fiched

(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 11th day of September, 1967.

COUNTY OF YOLO

Micro Fiched

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK
BY _____
DEPUTY

OWNER- CITY OF WOODLAND

_____
MAYOR

(SEAL)

FORM 2—APPROVED BY THE ATTORNEY GENERAL (REV. 9-64)
CONTRACTOR—( )
STATE AGENCY—( )
DEPT. OF GENERAL SERVICES—( )
CONTROLLER—( )

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 67-81
AUG 8 1967

NUMBER 247

THIS AGREEMENT, Made and entered into this 1st day of July, 1967, at Sacramento, County of Sacramento, State of California, by and between State of California through its duly elected or appointed, qualified and acting

Assistant Chief, Division of Administration, (Title of officer acting for State) DEPARTMENT OF PUBLIC HEALTH (Department or other agency)

hereinafter called the State, and

COUNTY OF YOLO
Yolo County Hospital Department

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, time for performance or completion, and attach plans and specifications, if any.)

(See attached continuation sheet)

Micro Fiched

Review by Department of Finance not required per letter dated December 27, 1966

FILED
OCT - 2 1967
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Approved as to Form
Date SEP 11 1967
County Counsel
of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA
Department of Public Health
(Name of State agency)
By Jack Kirkpatrick 9-25-67
Assistant Chief, Division of Administration
(Title)

CONTRACTOR COUNTY OF YOLO
BY Chairman, Board of Supervisors
(TITLE)
COURTHOUSE, WOODLAND, CALIFORNIA
(ADDRESS)

Micro Fiched

(Continued on 2 sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

This contract exempt from Department of General Services approval per SAM 1251.1

To Be Charged Against:
APPROPRIATION Item 160-001-500 F.Y. 1967/68
FUNCTION OR FUND General
LINE ITEM ALLOTMENT 047-40.1 ☐ O.E. ☐ Eq.

Amount of this Estimate	Armed Forces Medical Rejectees PH 160-65-72 $600.00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger	
Adjustment increasing encumbrances	
Adjustment decreasing encumbrances	

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. _____ or B.R. No. _____)

J. McClary
Signature of Accounting Officer

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

Micro Fiched

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

Micro Fiched

Micro Fiched

Contractor: Yolo County Health Department Contract No. 247

ARMED FORCES MEDICAL REJECTEES

1. The Contractor shall determine the medical status of Armed Forces Medical Rejectees within his local health jurisdiction as referred from AFEES--and shall perform the following services:
   a. Determine whether or not medical rejectees who claim to be under medical supervision when interviewed at the stations actually are under care for the medical condition or conditions for which they were rejected,
   b. Contact all medical rejectees and explain to rejectees, who are not under medical supervision for the condition or conditions causing rejection, their need for treatment and/or rehabilitation; encourage them to obtain such services, and if necessary, refer them to appropriate community resources which may provide such a service,
   c. Determine one month after referral whether or not each medical rejectee has received or is receiving medical services and/or rehabilitation for the condition or conditions responsible for his rejection, and
   d. Six months after case records are received from the AFEES, determine the health care status of all medical rejectees unless previously determined and reported to the State.
2. The Contractor shall submit the following completed forms to the State Department of Public Health, Armed Forces Medical Rejectees Health Referral and Follow-up Program:
   Form 1 Health Referral Services Initial Record
   Form 2 Health Referral Service Questionnaire
   Form 3 Designated Community Agency Individual Case Report
   Form 6 Designated Community Agency Monthly Report of Referrals
   Form 7 Designated Community Agency Monthly Report of Follow-up
3. The period of this contract shall be from July 1, 1967 through December 31, 1967 .
4. In consideration of the above services performed in a manner satisfactory to the State, the State agrees to reimburse the Contractor at the rate of $15.00 per completed case report per individual medical rejectee followed up at the local level and reported to the State. Reimbursement shall be not more frequently than quarterly, in arrears upon submission of an invoice in triplicate provided however, that the total amount of this contract shall not exceed $ 600.00 .
5. The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P.L.88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.
6. It is the intention of both parties to this contract, to renegotiate the total amount of the contract in the event the case load is increased by an increased draft call, provided however, that additional funds are made available by the Federal Government and further provided that the rate of compensation per case shall not exceed $15.00.

Micro Fiched

Micro Fiched

FILED
OCT - 5 1967
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH

YOLO COUNTY
AGREEMENT NO. 67-82

Project No: MG 06E
Contract No: 280

Migrant Health Project Grant Agreement

Micro Fiched

This agreement is made and entered into this 1st day of July, 1967 at Berkeley, California, by and between the State of California, through its Department of Public Health, hereinafter called the State, and the ~~XXXXXXXXXXXXXXXXXX~~ Yolo County Health Department ~~COUNTY OF YOLO~~ hereinafter called the Contractor.

WITNESSETH: WHEREAS, the Congress of the United States, through the Public Health Service of the Department of Health, Education and Welfare, has made a grant to the State of California to assist in improving health services for domestic agricultural migratory workers and their families, including the establishment and operation of family health service clinics; and

WHEREAS, local health departments and other public agencies, or nonprofit private agencies, institutions or organizations in California may qualify for these migrant health funds in support of projects approved by the State, and

WHEREAS, the Contractor has submitted to the State an Application for Migrant Health Project Grant, attached Exhibit B, and

WHEREAS, said application has been approved in its amended form for funding by the State,

NOW, THEREFORE, it is mutually agreed as follows:

1. The Contractor will carry out the services according to attached General Terms and Conditions, marked Exhibit A, and said approved project application, marked Exhibit B, which Exhibits A and B are by this reference made a part hereof.

2. The period of this contract shall be from July 1, 1967 to June 30, 1968.

3. Periodic progress reports and a final report of project operations shall be submitted to the State.

4. State shall reimburse the Contractor not more frequently than ~~quarterly~~ monthly, for actual expenditures in accordance with the budget herein contained, upon receipt of invoices in triplicate. The total liability of the State under this contract shall not exceed $ 29,280.

5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

6. The attached Fair Employment Practices Addendum (standard form 3) by reference hereto is incorporated as part of this contract.

7. Reimbursement for referral services and X-ray and laboratory services shall not exceed the rates contained in the 1964 Relative Value Study and the schedule of maximum allowance for medical and related services approved by the State Department of Finance.

Micro Fiched

Project No: ME 06E
Contract No: 280

Contractor: Yolo County Health Department

IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Micro Fiched

~~I certify that all condition for exemption~~ have been complied with and this contract is ~~exempt from Department of General Service's approval.~~

Review by Department of Finance not required per letter dated December 27, 1966

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

By _____
Jack Kirkpatrick, Assistant Chief
Division of Administration

CONTRACTOR: COUNTY OF YOLO

BY _____

CHAIRMAN, BOARD OF SUPERVISORS
(TITLE)

COURTHOUSE, WOODLAND, CALIFORNIA
(ADDRESS)

~~(Address)~~

Approved as to Form
Date: SEP 11 1967

County Counsel
of Yolo County

DO NOT WRITE IN THIS SPACE

Item 128,CH 500 1967/68
General
Amount of this Estimate $ 29,280.00
037-40.1 ME 06E
Health Program for Farm Workers' Families
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance (After Revision No. _____)

_____
Accounting Officer

POLICY | BUDGET
Department of General Services
APPROVED
SEP 29 1967
By ANDREW R. LOLLI, Director

Micro Fiched

Exhibit A

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

Farm Workers Health Services

General Terms and Conditions

Migrant Health Project Contracts

Micro Fiche

Contracts for Migrant Health Projects supported by Public Health Service Migrant Health Grant Funds granted to the California State Department of Public Health, and all reimbursements thereunder are subject to the following:

1. USE OF FUNDS

A. Funds may be expended pursuant to the contract only for the purposes specified in the approved attached project application and in accordance with applicable Federal, State and local laws and regulations.

Funds may be used for the following direct costs: salaries and necessary travel expenses of professional, technical and supporting personnel; rental of space (including minor renovations and repairs); purchase of equipment, supplies and services; and such other specifically authorized expenses as may be essential to carry out the project. Where personnel work only part-time on the project, only that portion of their salaries and travel attributable to project operations may be paid from contract funds. Supporting time, salary and travel records must be kept in such instances.

If specifically provided in the approved project application, contract funds may be used for the purchase of medical and dental services provided in family health service clinics and for purposes of experimenting with or demonstrating efficient, effective and economical methods of providing and financing personal health care through group payment arrangements for hospital out-patient clinic services or other types of community health services.

B. The Contractor will assume indirect (overhead) costs incurred in carrying out the project.

C. Funds may not be budgeted or used for the acquisition of land, acquisition or construction of buildings, foreign travel, dues payable to professional societies and organizations, costs of hospitalization or for medical or dental services except as authorized under Paragraph A.

D. Funds used for the purchase of medical and dental services (see Paragraph A) may not be increased or decreased by transfer into or out of any category of the budget, as approved, without a contract amendment. With respect to funds approved for other expenditures it is expected that the distribution of costs between categories of expenditures will follow the approved budget by

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the Contractor without specific approval if such transfers in the contract period do not result in a cumulative increase in any budget category of more than 25 percent or $1,000.00, whichever is greater. Where (1) a larger transfer is involved, or (2) a transfer, regardless of the amount, would result in a significant change in the character or scope of the project, an approved amendment must be secured.

E. For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $18.75 per hour during any 24-hour period, or (2) $150.00 for any 24-hour period, inclusive of Contractor's overhead, profits, and expenses. In addition, the Contractor may be reimbursed for necessary traveling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.

F. All encumbrances of contract funds must be incurred and supported by a valid encumbering document within the approved contract period, and unless otherwise authorized, liquidated within two years of the date on which the encumbrance was incurred.

2. REIMBURSEMENT PROCEDURES

The State shall reimburse the Contractor not more frequently than quarterly, upon submission of an invoice in triplicate reporting actual expenditures in the same detail as the budget in the project application, and in a form acceptable to the State.

3. FEES

To the extent authorized by State or local law, Contractors may collect fees for health services provided in connection with the operation of the contract and are authorized to use such fees for project operations as approved or amended in addition to the contract funds without amending the contract. Contractors shall be accountable to the State for an amount of funds equivalent to the total of the fees collected in addition to the amount of funds received in payments under the contract. This accountability may be satisfied (1) through the expenditure of such funds (contract expenditures plus fees collected for activity) on the project; (2) through refund of any unexpended funds to the State; or (3) through an equivalent reduction in subsequent State payments for contract expenditures.

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4. EQUIPMENT ACCOUNTABILITY

The title to equipment purchased with contract funds will be vested in the Contractor. Equipment so purchased must continue to be accounted for as such after the contract period and must continue to be used for migrant health services; or, if disposed of or transferred to other use, an amount

equivalent to the then value of the equipment must be refunded to the Public Health Service. The State may require as a condition of the contract that highly specialized or expensive equipment purchased from contract funds be made available for use in other migrants' health services elsewhere in California when it is not needed by the Contractor for the purpose for which it was acquired.

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5. RECORDS AND REPORTS BY CONTRACTOR

A. The Contractor must maintain necessary program and financial records to facilitate submission of required reports and the conduct of project operations review and fiscal audits.

B. Financial reports will be required quarterly. (A different reporting schedule may be arranged for contracts of short duration.)

A separate fund account shall be maintained for the project, unless subsidiary accounts are maintained to reflect total receipts and expenditures for the project by fund source and object classification. A separate control by source and object classification shall be maintained to record such data. Expenditures reported for the project shall include any obligations incurred within the contract period. These accounts, supporting invoices, warrants, records of fees collected, payrolls, etc., shall be retained until the Federal and/or State fiscal audit is completed and any questions arising from it resolved. Records adequate for the identification and location of property purchased in whole or in part with contract funds also shall be maintained.

6. SITE VISITS AND AUDITS

A. The State may arrange for site visits by State and Federal representatives for the purpose of reviewing and evaluating project operations.

B. Fiscal audit will be made by representatives of the State and/or the Federal Government, and Contractors will receive a report of their findings. For auditing purposes, all records (see Paragraph 5) must be accessible to these representatives.

7. TERMINATION OF CONTRACTS AND REPAYMENT OF CONTRACT FUNDS

A. In the event a Contractor fails to comply with State and Federal law, regulations, or these terms and conditions, or fails to carry out the project as approved and pursuant to the contract, the State may, on reasonable notice to the Contractor, withhold further payments and terminate the contract.

B. Any unencumbered balance in or due the contract account, as determined by audit, at the termination of the contract must be refunded to the State.

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8. PUBLICATION, COPYRIGHT, AND PATENT POLICIES

A. In the absence of stated specific conditions to the contrary, the Contractor may publish information about the operations and findings of the contract without prior approval from the State. However, it is requested that authors acknowledge State and Federal funds by including the following note:

> This (project or study) was supported in part by a Migrant Health Project Grant from the Public Health Service to the California State Department of Public Health.

The Contractor is requested to furnish to the State, whenever possible, thirty reprints of publications which derive from, describe or analyze the findings resulting from contract operations.

B. Unless there are specific conditions to the contrary, the author of a book or material which is to be published privately, and which will include information on the project operations may copyright the work and proceed with publication as if the State and Federal Governments had not supported the project.

C. If any invention arises or is developed in the course of the work aided by the contract, the Contractor will refer to the California State Department of Public Health and the Public Health Service for determination whether patent protection on such invention should be sought, and how the rights in the invention, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest. The term "invention" includes, but is not limited to, improvements or discoveries, including innovations (or the new use) of a process, art, or method, machine, and manufacture or composition of matter.

9. CIVIL RIGHTS ACT OF 1964

The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

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Exhibit B

DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
BUREAU OF STATE SERVICES (COMMUNITY HEALTH)
WASHINGTON, D.C. 20201

TO BE COMPLETED BY PHS
DATE RECEIVED
PHS ACCOUNT NUMBER
GRANT NUMBER

APPLICATION FOR HEALTH SERVICES PROJECT GRANT

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1. GRANT PROGRAM

- ☐ CANCER CONTROL
- ☐ COMMUNITY HEALTH SERVICES
- XX MIGRANT HEALTH SERVICES
- ☐ MENTAL RETARDATION
- ☐ NEUROLOGICAL AND SENSORY DISEASE SERVICES
- ☐ TUBERCULOSIS CONTROL
- ☐ VACCINATION ASSISTANCE
- ☐ VENEREAL DISEASE CONTROL
- ☐ OTHER (Specify) _____

2. PROJECT TITLE

NURSING CARE & HEALTH SUPERVISION FOR FAMILIES OF MIGRANT WORKERS

3. NAME AND ADDRESS OF APPLICANT ORGANIZATION

YOLO COUNTY HEALTH DEPARTMENT
P.O. BOX 1157
WOODLAND, CALIFORNIA

4. NAME AND TITLE OF AUTHORIZED OFFICIAL

J. W. McDERMOTT, CHAIRMAN
YOLO COUNTY BOARD OF SUPERVISORS

TELEPHONE NO.: 662-3241

5. PAYEE (Name, Title, and Address)

COUNTY OF YOLO

TELEPHONE NO.: 662-3241

6. NAME, TITLE, AND ADDRESS OF PROJECT DIRECTOR

HERBERT BAUER, M.D.
PUBLIC HEALTH DIRECTOR AND
DIRECTOR OF MENTAL HEALTH
P.O. BOX 1157
WOODLAND, CALIFORNIA

TELEPHONE NO.: 662-3241 EXT. 250

7. TYPE OF APPLICATION

- ☐ INITIAL
- ☑ CONTINUATION
- XX RENEWAL
- ☐ REVISION

8. PROJECT PERIOD REQUESTED OR APPROVED

FROM 7/1/67 '66 THROUGH 6/30/68 '69

9. GENERAL LEVEL OF SUPPORT REQUESTED

PORTION OF PROJECT PERIOD

	FROM	THROUGH	AMOUNT
01	7/1/67	6/30/68	~~$120,692~~
02	~~7/1/68~~	~~6/30/69~~	~~$120,692~~ 26,28
03	~~7/1/69~~	~~7/1/70~~	~~$120,692~~
04			
05			
		TOTAL	$ 120,692

10. APPLICANTS' CERTIFICATION: The undersigned accept, as to any grant awarded, the obligation to comply with the terms and conditions in the Health Services Project Grants Manual; the undersigned agree to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the Regulation issued pursuant thereto and state that the Assurance of Compliance with such Regulation (Form HEW-441) which has previously been filed by the applicant, or is attached, applies to this project; the undersigned also certify that they have no commitments or obligations, including those with respect to inventions inconsistent with Department regulations. (42 CFR, Part 8)

SIGNATURE OF AUTHORIZED OFFICIAL	DATE	SIGNATURE OF PROJECT DIRECTOR	DATE

11. STATE HEALTH OFFICER'S RECOMMENDATION

I recommend this application be

☐ APPROVED ☐ DISAPPROVED

SIGNATURE | DATE

12. REGIONAL HEALTH DIRECTOR'S RECOMMENDATION

I recommend this application be

☐ APPROVED ☐ DISAPPROVED

SIGNATURE | DATE

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GPO 888-286

FORM APPROVED
BUDGET BUREAU NO. 68-R885

Micro Fiched

13. BUDGET FOR 12-MONTH PORTION OF PROJECT PERIOD: FROM 7/1/67 THROUGH 6/30/68	NO. OF POS.	ANNUAL SALARY	% TIME OR EFFORT	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS: APPLICANT OR OTHER	SOURCE OF FUNDS: REQUESTED FROM PHS
	a	b	c	1	2	3
A. PERSONNEL		$		$	$	$
1 PHN (SOLVEIG VESTAL)	1	6636	100%	6636		~~7517~~ 7517
1 PHN (ANNE WILCOX)	1	6636	100%	6636		~~7517~~ 7517
1 INTERMEDIATE TYPIST CLERK/HALF-TIME (SHARRON BENNETT)	1	~~2422~~	50%	2422		~~2469~~ 2469
1 INTERMEDIATE TYPIST CLERK/HALF-TIME (BETTY JUSTICE)	1	~~2238~~	50%	2238		~~2349~~ 2349
1 SANITARIAN (PABLO MAGOT)	1	6558	100%	6558		~~6558~~ 7460
1 M.D. @ $25.00 PER HOUR (156 HRS/YR.		3900		3900		~~3900~~ 900
1 CLINIC NURSE @ $3.00 HOUR (208 HRS/YR)		624		624		~~624~~ 193
1 CLERK @ $2.00 PER HR (208 HRS/YR.)		416		416		~~416~~ 90
1 PHN FROM PROJECT STAFF	1	—		—		—
1 OR 2 VOLUNTEERS FROM COMMUNITY		--		—		--
PUBLIC HEALTH DIRECTOR	1	20274	10%	2027	2027	
DIRECTOR OF NURSES	1	8904	10%	890	890	
SUPERVISING PHN	1	7320	10%	732	732	
SANITARIANS	5	38903	20%	7780	7780	
ADMINISTRATIVE ASSISTANT	1	6324	10%	632	632	
EMPLOYEE BENEFITS				3192		~~3192~~ 3871
						*26,430
SUB-TOTAL				$ 44683	$ 12061	$ ~~32622~~ 26430
B. SUPPLIES						
MEDICAL & LABORATORY COSTS (MEDICAL CLINIC)				2000		~~2000~~ 750
OFFICE SUPPLIES- EDUCATIONAL MATERIAL				1000	500	500
SUB-TOTAL				$ 3000	$ 500	$ ~~2000~~ 1250
C. TRAVEL						
TRANSPORTATION BY PRIVATE CAR						
2 PHN 10¢ FIRST 300 MILES, 8¢ THEREAFTER				750		750
1 SANITARIAN 10¢ FIRST 300 MILES, 8¢ THEREAFTER				1000		1000
CLINIC PERSONNEL TRAVEL				500		~~500~~ 250
Lk-Oc-County						*600
SUB-TOTAL				$ 2250	$ —	$ ~~2000~~ 1850
SUB-TOTAL THIS PAGE (carried forward to page 3)				$ 49933	$ 12561	$ 37372

PHS-4744-1 (PAGE 2a) 2-65 GPO 888-286

* Reduced in anticipation of staff vacancies

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13. BUDGET FOR 12-MONTH PORTION OF PROJECT PERIOD - Continued	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS: APPLICANT OR OTHER	REQUESTED FROM PHS
FROM 7/1/67 TO 6/30/68	1	2	3
SUB-TOTAL (Brought forward from page 2)	$ 49933	$ 12561	$ 37372
D. EQUIPMENT			
FILE CABINET	90.00		~~$90.00~~
TYPEWRITER (MANUAL)	200.00		~~$200.00~~
TYPEWRITER STAND	30.00		~~$30.00~~
SUB-TOTAL	$ 320.00	$	$ ~~320.00~~
E. OTHER			
SUB-TOTAL	$ —	$ —	$ —
F. REQUESTED FROM PHS 37,692 — 1. CASH GRANT			$ ~~37,692~~
F. REQUESTED FROM PHS 37,692 — 2. DIRECT ASSISTANCE			$ -- 28,240
G. TOTAL DIRECT COSTS OF PROJECT	$ 50,253	$ 12,561	$ ~~37,692~~ 37,747

14. INDIRECT COSTS

A. ☐ NO INDIRECT COST ALLOWANCE REQUESTED

B. AN INDIRECT COST ALLOWANCE REQUESTED AT THE FOLLOWING RATE:

	INITIAL OR RENEWAL	CONTINUATION
1. ESTABLISHED RATE OF _____%		
2. PROVISIONAL RATE OF 20%		
3. PROVISIONAL RATE OF _____%		

14C. FOR PHS USE ONLY

ADC	
RATE	
PDCA	
TDC	
PHS TOTAL	

15. SOURCES OF OTHER FUNDS (Identify "FEES" separately)

YOLO COUNTY

TOTAL	$ 12,561

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GPO 888-284

FAIR EMPLOYMENT PRACTICES ADDENDUM

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1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

   (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

   (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

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42638-750 50M 3-65 OSP

Book

FILED
SEP 13 1967
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 67-83

(Physical Therapy Agreement)

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THIS AGREEMENT made and entered into this 11th day of September, 1967, at Woodland, California, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and ROSS D. SCOTT, R.P.T., hereinafter called THERAPIST,

W I T N E S S E T H:

I. This agreement governs the furnishing of the following therapeutic services:

A. Application of diagnostic and prognostic muscle, nerve, joint, and functional ability tests.

B. Treatment of patients to relieve pain, develop or restore function, and maintain maximum performance, using physical means such as exercise, massage, heat, water, light and electricity, including:

1. Direction and assistance of patients in active and passive exercise, muscle re-education, and gait and functional training, activities of daily living including transfer activities and prosthetic training.

2. Operation of equipment such as ultra-violet and infra-red lamps, low voltage generators, diathermy, and ultra-sonic machines.

3. Application of whirlpool and contrast baths and moist packs.

C. Observation, recording, and reporting to the physician, of the patient's reaction to treatment and any changes in the patient's condition.

D. Instruction of patients in care and use of wheelchairs, braces, crutches, canes, and prosthetic and orthotic

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devices.

E. Instruction of other health team personnel including, when appropriate, home health aides, and family members in certain phases of physical therapy with which they may work with the patient.

F. Instruction of family on patient's total physical therapy program.

II. THERAPIST agrees as follows:

A. To furnish in the patients' homes therapeutic services only of the type, scope and duration as prescribed by patient's physician to patients designated by the Home Health Agency of the Yolo County Health Department.

B. To furnish to said patients in THERAPIST'S office the said therapeutic services designated in paragraphs I(B)(1) and I(B)(2) to the extent that the services cannot be furnished in the patients' homes.

C. To furnish such therapeutic consultation as is required to the staff of the Home Health Agency of the Yolo County Health Department.

D. To conform to the personnel policies and professional standards requirements established for employees of the Home Health Agency of the Yolo County Health Department.

E. To comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds, it being understood that in the event of any non-compliance such Federal Funds shall be withheld until compliance can be assured.

III. COUNTY promises to pay compensation to THERAPIST as follows:

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A. Compensation shall be paid at the rate of $11.00 per patient visit or consultation service. No additional compensation shall be paid for travel expenses.

B. Payment shall be monthly upon presentation of an invoice detailing services rendered and certifying that the services performed under this agreement have been provided in complisnce with the Civil Rights Act of 1964. Invoice shall be in triplicate.

IV. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties and obligations devolving upon him under this agreement, THERAPIST is at all times acting and performing as an independent contractor practicing his profession of Physical Therapy. Neither COUNTY nor the Home Health Agency of the Yolo County Health Department shall have nor exercise any control or direction over the methods by which THERAPIST shall perform his work and functions except that THERAPIST does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practice in his professional specialty and that the sole interest of COUNTY and the Home Health Agency of the Yolo County Health Department is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with the treatment plan for the individual patient.

B. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

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C. The term of this agreement shall be one (1) year commencing on the date first above written; however, this agreement shall be deemed to be automatically renewed for additional terms of one year unless notice of termination is given in writing by either party to the other not later than thirty (30) days before the end of any term or renewal term.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

_____
ROSS D. SCOTT, R.P.T.

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FILED
SEP 13 1967
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 67-84

(Physical Therapy Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 11th day of September 1967, at Woodland, California, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and RONALD BROWN, R.P.T., hereinafter called THERAPIST,

W I T N E S S E T H:

I. This agreement governs the furnishing of the following therapeutic services:

A. Application of diagnostic and prognostic muscle, nerve, joint, and functional ability tests.

B. Treatment of patients to relieve pain, develop or restore function, and maintain maximum performance, using physical means such as exercise, massage, heat, water, light and electricity, including:

1. Direction and assistance of patients in active and passive exercise, muscle re-education, and gait and functional training, activities of daily living including transfer activities and prosthetic training.

2. Operation of equipment such as ultra-violet and infra-red lamps, low voltage generators, diathermy, and ultra-sonic machines.

3. Application of whirlpool and contrast baths and moist packs.

C. Observation, recording, and reporting to the physician, of the patient's reaction to treatment and any changes in the patient's condition.

D. Instruction of patients in care and use of wheelchairs, braces, crutches, canes, and prosthetic and orthotic

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devices.

E. Instruction of other health team personnel including, when appropriate, home health aides, and family members in certain phases of physical therapy with which they may work with the patient.

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F. Instruction of family on patient's total physical therapy program.

II. THERAPIST agrees as follows:

A. To furnish in the patients' homes therapeutic services only of the type, scope and duration as prescribed by patient's physician to patients designated by the Home Health Agency of the Yolo County Health Department.

B. To furnish to said patients in THERAPIST'S office the said therapeutic services designated in paragraphs I(B)(1) and I(B)(2) to the extent that the services cannot be furnished in the patients' homes.

C. To furnish such therapeutic consultation as is required to the staff of the Home Health Agency of the Yolo County Health Department.

D. To conform to the personnel policies and professional standards requirements established for employees of the Home Health Agency of the Yolo County Health Department.

E. To comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds, it being understood that in the event of any non-compliance such Federal Funds shall be withheld until compliance can be assured.

III. COUNTY promises to pay compensation to THERAPIST as follows:

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A. Compensation shall be paid at the rate of $11.00 per patient visit or consultation service. No additional compensation shall be paid for travel expenses.

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B. Payment shall be monthly upon presentation of an invoice detailing services rendered and certifying that the services performed under this agreement have been provided in compliance with the Civil Rights Act of 1964. Invoice shall be in triplicate.

IV. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties and obligations devolving upon him under this agreement, THERAPIST is at all times acting and performing as an independent contractor practicing his profession of Physical Therapy. Neither COUNTY nor the Home Health Agency of the Yolo County Health Department shall have nor exercise any control or direction over the methods by which THERAPIST shall perform his work and functions except that THERAPIST does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practice in his professional specialty and that the sole interest of COUNTY and the Home Health Agency of the Yolo County Health Department is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with the treatment plan for the individual patient.

B. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

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C. The term of this agreement shall be one (1) year commencing on the date first above written; however, this agreement shall be deemed to be automatically renewed for additional terms of one year unless notice of termination is given in writing by either party to the other not later than thirty (30) days before the end of any term or renewal term.

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IN WITNESS WHEREOF, the parties hereunto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY
(SEAL)

_____
RONALD BROWN, R.P.T.

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FILED
SEP 18 1967
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

AGREEMENT NO. 67-85

Micro Fiched

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into this 18th day of September, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and Sutter Basin Fire Protection District, hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

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(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 17th day of September, 1967.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK
BY _____
DEPUTY

OWNER

_____

_____

(SEAL)

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YOLO COUNTY
AGREEMENT NO. 67-86

Federal Non-Participating

03-239

FILED
OCT 30 1967
LAURENCE P. HENIGAN, Clerk
By ... Deputy

COOPERATIVE AGREEMENT

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This Agreement, made and entered into this 18th day of September, 1967, by and between the State of California acting through its Division of Highways of the Department of Public Works of the Transportation Agency (herein called "State"), and the County of Yolo (herein called "County"),

W I T N E S S E T H

WHEREAS, the State has proposed plans and will acquire rights of way for the reconstruction of the ramps at the West Capitol Avenue Undercrossing in connection with the widening of Route 80 between the east end of the Yolo Causeway and Jefferson Boulevard; and

WHEREAS, the State will acquire right of way for the reconstruction of said ramps; and

WHEREAS, the County plans to extend the West Capitol Avenue Undercrossing road to a crossing of Lake Washington; and

WHEREAS, it will be necessary for the County to acquire rights of way for this extension; and

WHEREAS, the County desires that the State acquire that portion of the right of way for said extension, all as shown on the attached plan map marked Exhibit "A", which is made a part hereof by this reference, at the time of State's acquisition of necessary rights of way for State's construction.

NOW, THEREFORE, it is agreed as follows:

Article I

For and in consideration of the covenants of the County hereinafter contained and the faithful performance thereof, the State agrees:

1. To acquire the right of way as shown on the attached plan map, Exhibit "A".

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2. To convey said right of way to the County and submit to County a claim for all costs of the right of way including acquisition costs.

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Article II

In consideration of the covenants of State hereinbefore contained and the faithful performance thereof, County agrees:

1. That State is hereby empowered to act on behalf of County and is hereby authorized by County to perform as agent for County those services described under Article I, Sections 1 and 2 inclusive of this Agreement.
2. To pay to the State the entire cost to the State, including overhead costs, for the right of way shown on the attached Exhibit "A".

The cost of right of way acquired by the State on behalf of the County shall include all actual costs of acquiring the right of way including but not limited to cost of land, overhead on right of way acquisition, and any utility relocation or adjustments required by purchase of said right of way. Overhead on right of way acquisition shall be assessed on the same basis the State assesses overhead to its own projects.

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When notified by State of the beginning of appraisals for the County's portion of the right of way as shown on the attached Exhibit "A", the County

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will deposit with the State the estimated amount of seven thousand five hundred dollars ($7,500) for the purchase of the right of way including overhead costs.

In addition to the initially deposited amount, the balance, if any, of the County's obligation will be deposited with the State upon receipt of claim, after completion of right of way acquisition, and the final costs have been determined. If, however, it is found the amount initially deposited by the County is in excess of the cost of the right of way and overhead charges referred to above, the balance remaining shall be promptly refunded to the County.

Article III

It is mutually understood and agreed:

1. That the books, papers, records and accounts of State hereto, insofar as they relate to items of expense or are in any way connected with the work herein contemplated, shall at all reasonable times be open to inspection and audits by agents and authorized representatives of County.
2. That all covenants and provisions of this Agreement shall be binding upon and inure to the successors and assigns of the parties hereto.
3. Where acquisition of property for State Highway purposes and county road purposes is required from the same owner, joint acquisition shall be made.

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In the case of joint acquisition, the costs of right of way engineering and field surveys will be shared by the State and the County in proportion to the amount of right of way area required by each.

Further in the event condemnation action is necessary all costs connected therewith including, but not limited to, court costs, witness fees, legal fees and engineering costs, will be shared by County and State in proportion to the amount of right of way area required by each.

4. Should the County finance any portion of the project with gas tax funds apportioned to the County or request Collier-Unruh matching credit for such expenditures, all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

5. Neither State nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify and hold State harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by

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County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement.

6. Neither County nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by State under or in connection with any work, authority or jurisdiction not delegated to County under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, State shall fully indemnify and hold County harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by State under or in connection with any work, authority or jurisdiction not delegated to County under this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day above first written.

Approved as to form and procedure:

Attorney, Dept. of Public Works

STATE OF CALIFORNIA
Department of Public Works

Samuel B. Nelson, Director of Public Works

By J. F. MALONEY
Assistant Director

COUNTY OF YOLO OCT 18 1967

Approval Recommended:

District Engineer

By

Chairman, Board of Supervisors

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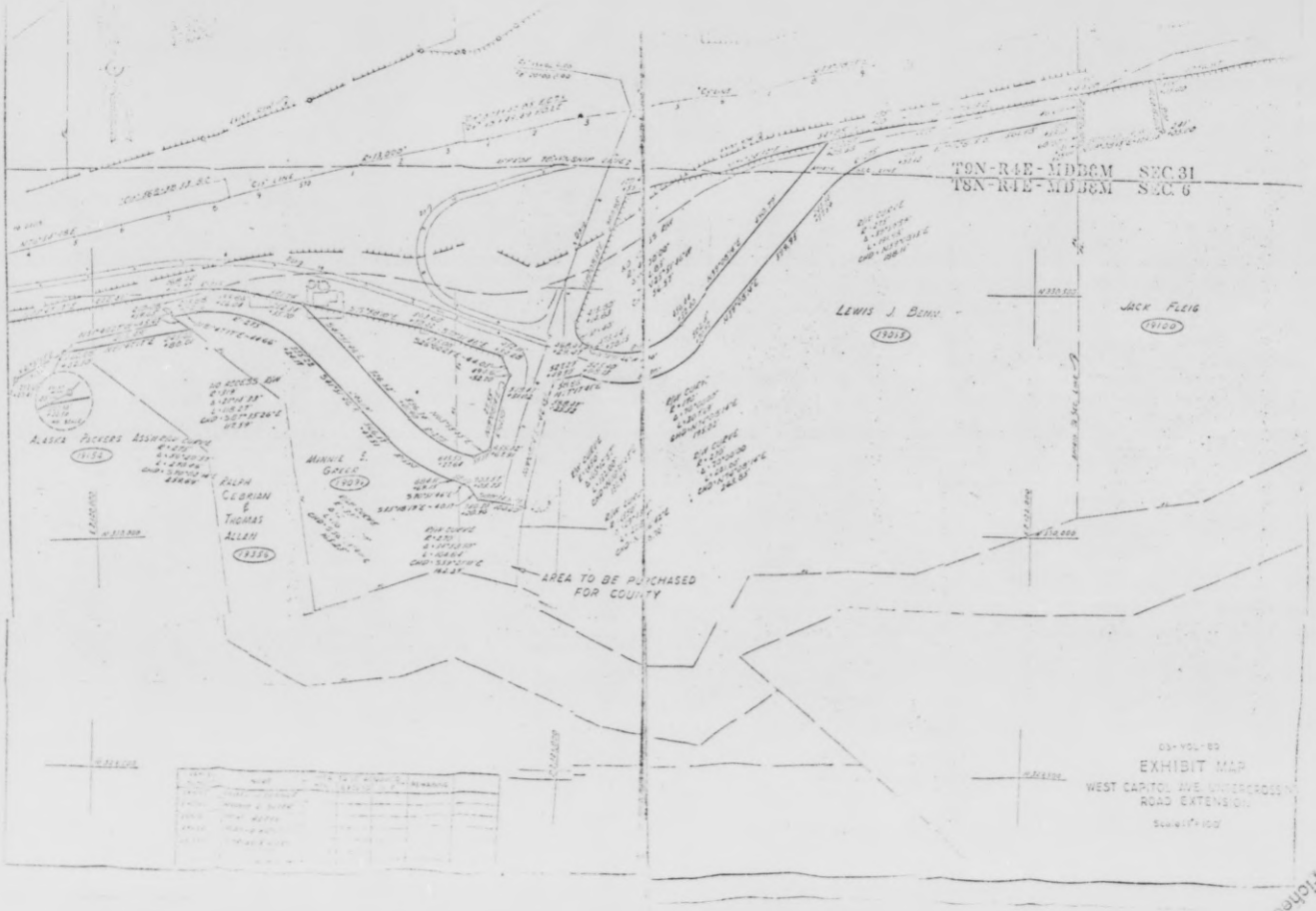
Approved as to Form
Dated SEP 20 1967
County Counsel of Yolo County



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300K

STATE OF CALIFORNIA—TRANSPORTATION AGENCY RONALD REAGAN, Governor

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
DISTRICT 3
P.O. BOX 911, MARYSVILLE

YOLO COUNTY
AGREEMENT NO. 67-87

XEROX COPY

Micro Fiched

September 12, 1967

03-Yol-16-40.8
Parcel 5574-DD

PLEASE RETURN

FILED
SEP 20 1967
LAURENCE P. HENIGAN, Clerk
By Peter E. Lucas Deputy

Mr. Howard Van Reyper, Jr.
Yolo County Department of
Public Works
203 Lincoln Avenue
Woodland, California 95696

Dear Mr. Van Reyper:

It is our understanding that a proposed improvement by Yolo County of Hospital Lane in Woodland will require a portion of our Woodland Maintenance Station property. The portion which we understand you will require is shaded on the attached map and contains approximately 0.23 acre.

The District has no objection to selling this parcel to the County and will grant to the County the right to occupy the subject area immediately, pending final California Highway Commission approval of the conveyance of title, if the County will agree to the following conditions:

1. The County will perform or cause to be performed all of the items listed on attached Exhibit "A" at no cost to the State.

2. The County will pay to the State the fair market value of the subject parcel as determined by an appraisal to be prepared by our District Appraisal Staff.

The appraisal has been prepared and is in the amount of $2,590.00. Until this appraisal has been approved by our Headquarters Office, we cannot offer to sell for this amount, and only mention the figure for your information. As soon as approval is received, an agent from this office will contact you to work out the details of the sale.

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If the above conditions are accepted by the County, the State agrees, subject to California Highway Commission approval, to sell the subject parcel to the County within a reasonable period and to grant to the County the immediate right to enter upon the parcel to effect its street improvement. This Right of Entry is to become effective upon receipt by the State of this agreement, executed below by your duly authorized agent.

Very truly yours,

W. L. WARREN
DISTRICT ENGINEER

By Gilbert Mulcahy
Gilbert Mulcahy
District Right of Way Agent

WH:pl
Attch.

The County of Yolo agrees to the above conditions.

BOARD OF SUPERVISORS YOLO COUNTY

_____, Chairman, Board of Supervisors,
Yolo County, State of California
(Title)

(Seal)

DATE: September 18,1967

Approved as to Form
Dated SEP 19 1967
County Counsel of Yolo County

XEROX COPY

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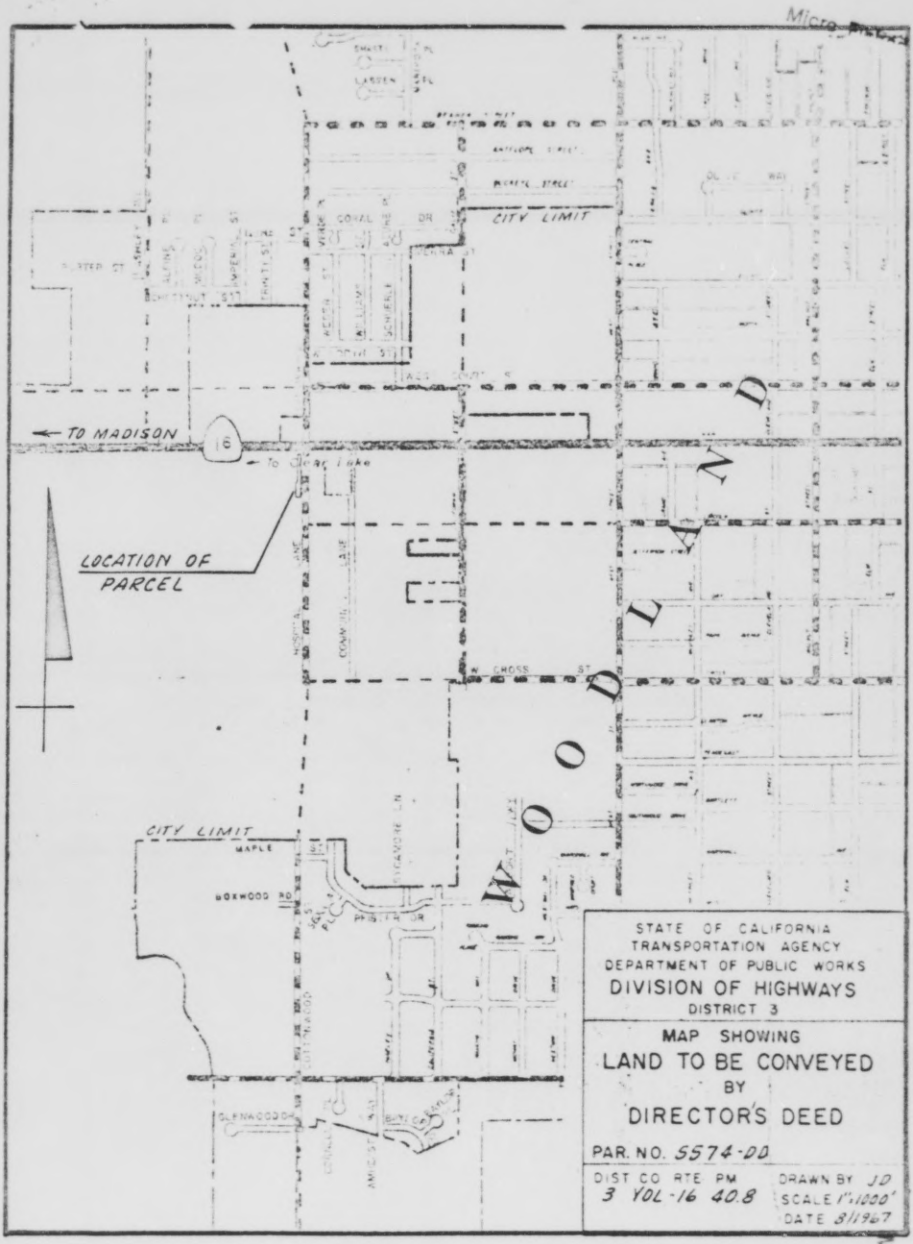

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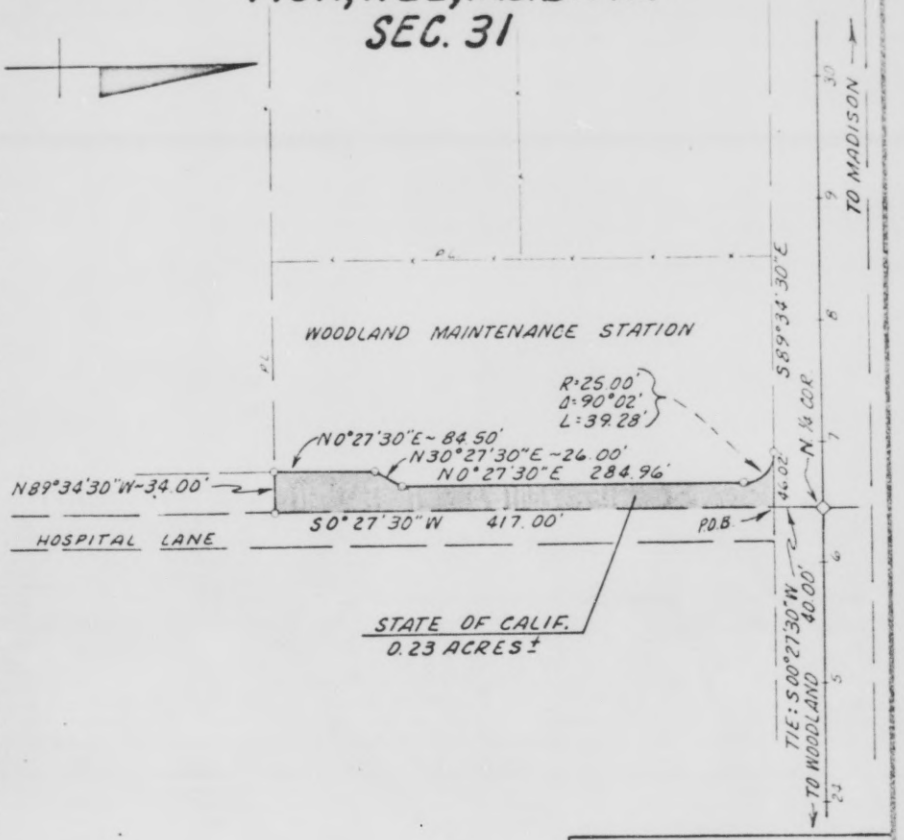
Micro Fiched

TION, R2E, M.D.B.&M.
SEC. 31



STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
DISTRICT 3

MAP SHOWING
LAND TO BE CONVEYED
BY
DIRECTOR'S DEED

PAR. NO. 5574-DD

DIST	CO	RTE	PM	DRAWN BY JD
3	YOL	-16	40.8	SCALE 1"=100'
				DATE 8/1967

LAND TO BE CONVEYED:

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EXHIBIT "A"

Micro Fiched

CONSTRUCTION CONTRACT WORK:
(By the County of Yolo at no cost to the State.)

Relocate 385± lineal feet cyclone-type property fence on metal posts on remaining site immediately adjacent to the new Cottonwood Street right of way.

Relocate electrical power service pole and adjust underground connectors as required.

Relocate 20-foot-wide Cottonwood Street entrance and approach from its present location north of wash rack to the south of said wash rack (includes closing of existing entrance and installing 20-foot double swing-in gate).

Relocate existing 6' x 8' sheet metal steam cleaning building on new concrete slab. This includes moving and reconnecting a Marlsbury steam cleaner, Model 250, and the reconnection of underground electrical water and gas lines as required.

Relocate grease trap in discharge line for wash rack, or in lieu of relocation secure approval from the City of Woodland to eliminate it. (There is a trap in the center of the wash rack which catches all dirt, grease, and debris from vehicle washings.)

Replace oleander and two liquidamber trees.

In lieu of relocating and revising existing roller gate at the Highway 16 entrance, install new 20-foot double swing-in gate on four-inch galvanized iron posts immediately adjacent to end posts for present fence. (In the after condition, there is not enough room to fully open roller gate.)

Micro Fiched

LRC:kl-4

(12)

FILED
OCT 28 1967
LAURENCE P. HENIGAN, Clerk
By Barbara Holzer
Deputy

YOLO COUNTY
AGREEMENT NO. 67-88

AGREEMENT FOR EQUIPMENT EXCHANGE

Micro Fiched

PARTIES. The parties to this agreement are the COUNTY OF SACRAMENTO, hereinafter known as Sacramento, and the COUNTY OF YOLO, hereinafter known as Yolo.

PURPOSE. 1) Yolo and Sacramento each own certain specialized weights and measures testing equipment which could be beneficially used by the other. This equipment includes one Heavy Capacity Vehicle Scale Truck owned by Sacramento and one owned by Yolo.

2) Certain scales which must be tested require the use of two such trucks and the testing can thereby be facilitated by the exchange of use of said trucks.

3) Sacramento owns a 900 Gallon Prover and it would be mutually beneficial to the parties for Sacramento to rent the Prover to Yolo at the rate of $7.00 per hour.

AGREEMENT. In consideration of each other's promises, the parties hereby agree as follows:

1. Sacramento agrees to rent, on an hourly basis, from time to time as requested by Yolo, that certain 900 Gallon Prover owned by Sacramento, and Yolo agrees to pay to Sacramento, the sum of $7.00 per hour for the use of said Prover.

2. Sacramento agrees to furnish to Yolo, when not required for its own use and when not obligated to other governmental entities, certain weights and measures testing equipment as may be designated by the Sacramento County Sealer of Weights and Measures and including a heavy capacity vehicle scale truck.

3. Yolo agrees to furnish to Sacramento, when not required for its own use and when not obligated to other governmental entities,

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Micro Fiched

certain weights and measures testing equipment as may be designated by the Yolo County Sealer of Weights and Measures and including a heavy capacity vehicle scale truck.

4. The parties agree to cooperate in the mutual testing of heavy capacity scales by the use of each county's heavy testing equipment on a day-for-day basis.

5. As between the two parties, a party shall be solely responsible for damage to person or property caused by the operation of such equipment outside its territorial limits when operated by agents or employees of that party.

6. As between the two parties, a party shall not be responsible for damage to person or property caused by the operation of such equipment outside the territorial limits of that party when operated for the benefit of the other party by the agents or employees of the other party.

7. Each party, when using the equipment of the other party, shall be strictly responsible for the maintenance and protection of said equipment while the equipment is in its possession and all equipment shall be returned in the same condition as when it was received.

8. Each party agrees to return loaned equipment to the other party upon that party's demand.

9. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

This Agreement becomes effective on the first day of OCT - 9 1967.

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1967, and shall continue in effect until terminated or modified by the mutual action of the Boards of Supervisors of the parties.

COUNTY OF SACRAMENTO

By Leslie E. Wood
Chairman of the Board of Supervisors of Sacramento County, California

DATED: October 9, 1967

Micro Fiched

ATTEST: Patricia R. Phillips
Assistant Clerk of the Board of Supervisors

COUNTY OF YOLO

By Chairman of the Board of Supervisors, County of Yolo, State of California

DATED: September 25, 1967

ATTEST:

LAURENCE P. HENIGAN, Clerk

By Pete E. Lucas
Deputy

Approved as to Form
Dated SEP 26 1967
County Counsel
of Yolo County

Micro Fiched

FORM 2—APPROVED BY THE ATTORNEY GENERAL (REV. 9-64)
CONTRACTOR—( )
STATE AGENCY—( )
DEPT. OF GENERAL SERVICES—( )
CONTROLLER—( )

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY AGREEMENT NO. 67-89

Micro Fiched

NUMBER 303

THIS AGREEMENT, Made and entered into this 1st day of July, 19 67, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Assistant Chief, Division of Administration (Title of officer acting for State) Department of Public Health (Department or other agency)

hereinafter called the State, and

County of Yolo

hereinafter called the Contractor.

FILED
JUL 17 1967
LAWRENCE K. HERMAN, County Clerk
By Barbara Rodgers

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall maintain a cervical cytology screening program through the County Health Department for the detection of cervical cancer. The Contractor shall report to the State the progress and the value of the program of early detection of cervical cancer in an indigent population in a rural community.
2. The period of this contract shall be from July 1, 1967 through June 30, 1968.
3. In consideration of the above services performed in a manner satisfactory to the State, the State agrees to reimburse the Contractor, in arrears, upon submission of an invoice in triplicate at the rate of $2.00 per slide prepared from cervical smears and examined, provided however, that the total amount of this contract shall not exceed $2,000.
4. The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P. L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance

(Continued on reverse side)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA
Department of Public Name of State agency

By [signature] 10-10-67
Assistant Chief, Division of Administration
Title

Contractor County of Yolo
(If other than an individual, state whether a corporation, partnership, etc.)

By [signature]
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
Title

P. O. Box 532 Woodland, California 95696
Address

(Continued on ..... sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

This contract exempt from Department of General Services approval per SAM 1201.1

To Be Charged Against

Appropriation	Item 128-CH 500/67	F.Y. 1967/68
Function or Fund	General	☒ O.E. ☐ Eq.
Line Item Allotment	256-40.7B	

Amount of this Estimate	$2,000.00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger	$150,545.69
Adjustment increasing encumbrances	
Adjustment decreasing encumbrances	

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. ..... or B.R. No. .....)

Micro Fiched

Signature of Accounting Officer [signature]

△ OAP

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

Approved as to Form
Dated OCT - 5 1967
County Counsel of Yolo County

Micro Fiched

Micro Fiched

FILED
OCT - 3 1967
LAWRENCE P. HENGLEY, Clerk
By Barbara Rodgers

AGREEMENT NO. 67-90

Micro Fiched

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into this 21 day of September, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and Westgate Fire Protection District hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

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(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

Approved as to Form
Date OCT-5 1967
County Counsel of Yolo County

DATED this 2nd day of October, 1967.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

OWNER

E. C. Hughes

(SEAL)

Micro Fiched

FILED
OCT - 3 1967
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 67-91

Micro Filmed

THIS AGREEMENT made and entered into this 2nd day of October, 1967, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and STANLEY SCHILLING, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

WHEREAS, the COUNTY desires emergency physician services at the Yolo General Hospital due to a shortage in its medical staff; and

WHEREAS, PHYSICIAN is a duly qualified and licensed physician and surgeon and is well qualified to provide such emergency medical services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

1. PHYSICIAN agrees to provide medical care of geriatric patients housed in the North Wing of Yolo General Hospital.

2. COUNTY agrees as follows:

a. To provide physician service to geriatric patients during the absence of PHYSICIAN from Yolo General Hospital.

b. To pay PHYSICIAN the sum of Nine Hundred Dollars ($900.00) per month as compensation for services rendered pursuant to this agreement.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. PHYSICIAN shall be entitled to fifteen (15) working days per year absence without reduction in compensation.

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b. In the performance of the work duties and

Micro Fiched

obligations devolving upon him under this agreement, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and function except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practice in his profession and that the sole interest of COUNTY is to assure that said work and function shall be performed and rendered in a competent, efficient and satisfactory manner.

c. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

d. This agreement shall commence on October 1st, 1967, and shall remain in full force and effect until terminated by either party upon thirty (30) days' written notice to the other of such intention.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

Micro Fiched

BY _____ DEPUTY
(SEAL)

_____
STANLEY SCHILLING, M. D.
PHYSICIAN

FILED
OCT 17 1967
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

YOLO COUNTY
AGREEMENT NO. 67-92

03 Yol 16
Dist. Co. Rte.

Parcel 5574

Date: October 9, 1967.

PROPOSAL BY DIRECT SALE

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For the purchase of the following described property:

A portion of the northwest 1/4 of Section 31, T.10N., R.2E., M.D.B.&M., as more particularly described in Director's Deed 5574-DD.

Said portion contains 0.23 acre, more or less.

The undersigned purchaser(s) has paid to the Division of Highways, Right of Way Department, 703 "B" Street, Marysville, California, the amount of Two Thousand Five Hundred Ninety------ dollars ($2,590.00) as payment in full for the above described land, in addition to $ ------ for the cost of recording of Director's Deed to the above-described property in the Recorder's office in the county in which the property is situated.

It is understood that the prospective purchaser acquires no right, title, interest or equity in or to said property until the sale has been approved in the manner provided by law and a Director's Deed has been executed and delivered. The Division of Highways will recommend to the California Highway Commission that a Director's Deed be executed for the hereindescribed property.

It is hereby understood that the right, title and interest from the property to be transferred shall not exceed that vested in the State of California and that no policy of title insurance will be furnished by the State in connection with this transaction.

In no event shall possession of the property be made until said Director's Deed is duly signed, recorded and delivered by the State of California.

The undersigned purchaser(s) further desire(s) to have the property vested in the following manner: (Marital status, joint tenancy, etc.) (PLEASE PRINT)

COUNTY OF YOLO

It is understood that the Division of Highways shall record said Director's Deed and refund any amount by which the $ ---- deposit for recording exceeds the cost of recordation.

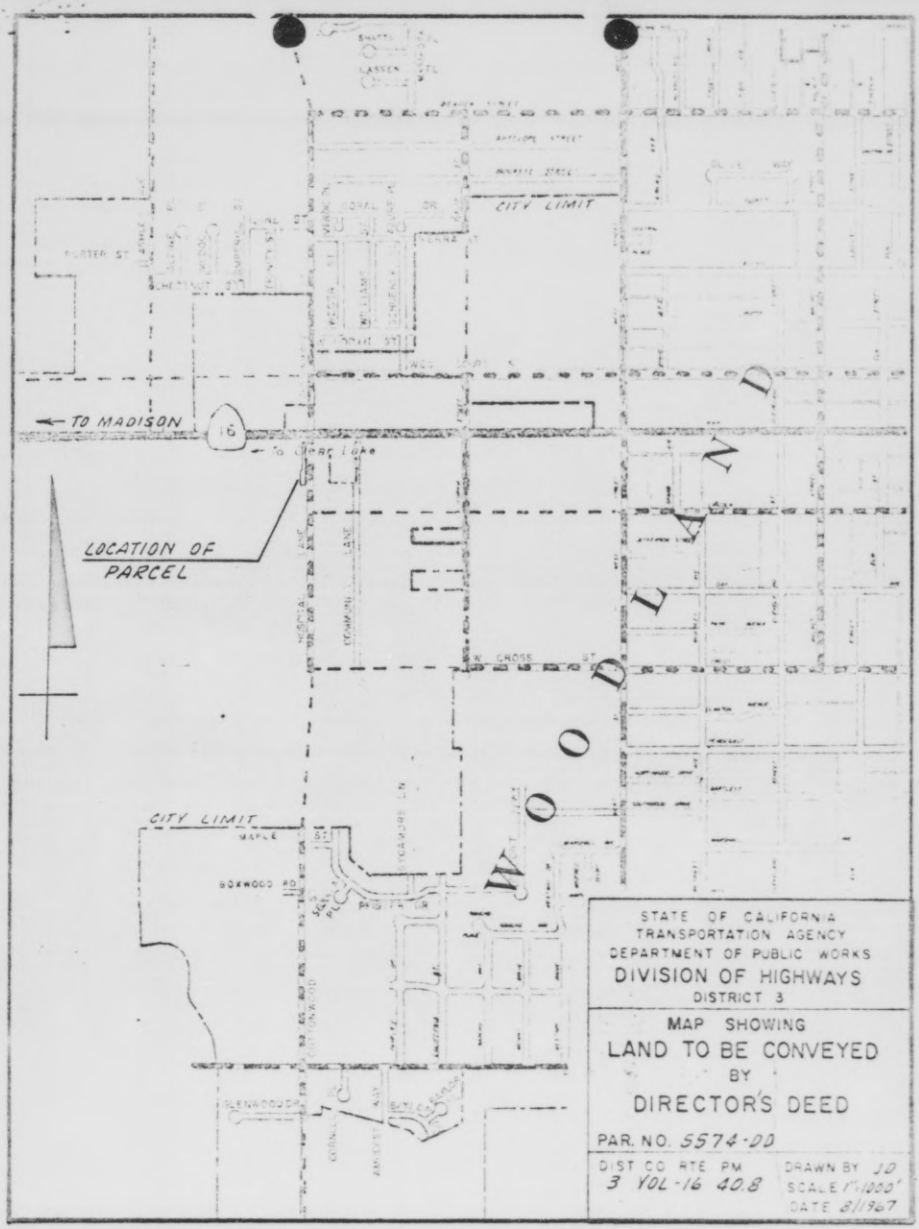
COUNTY OF YOLO

Signed
By J.Dudley Stephens, Chairman
Board of Supervisors
Yolo County Courthouse
Address Woodland, California.

Approved as to Form
Dated OCT 13 1967
County Counsel of Yolo County

Micro Fiched

FORM 03 - RW - 24 (6/65)



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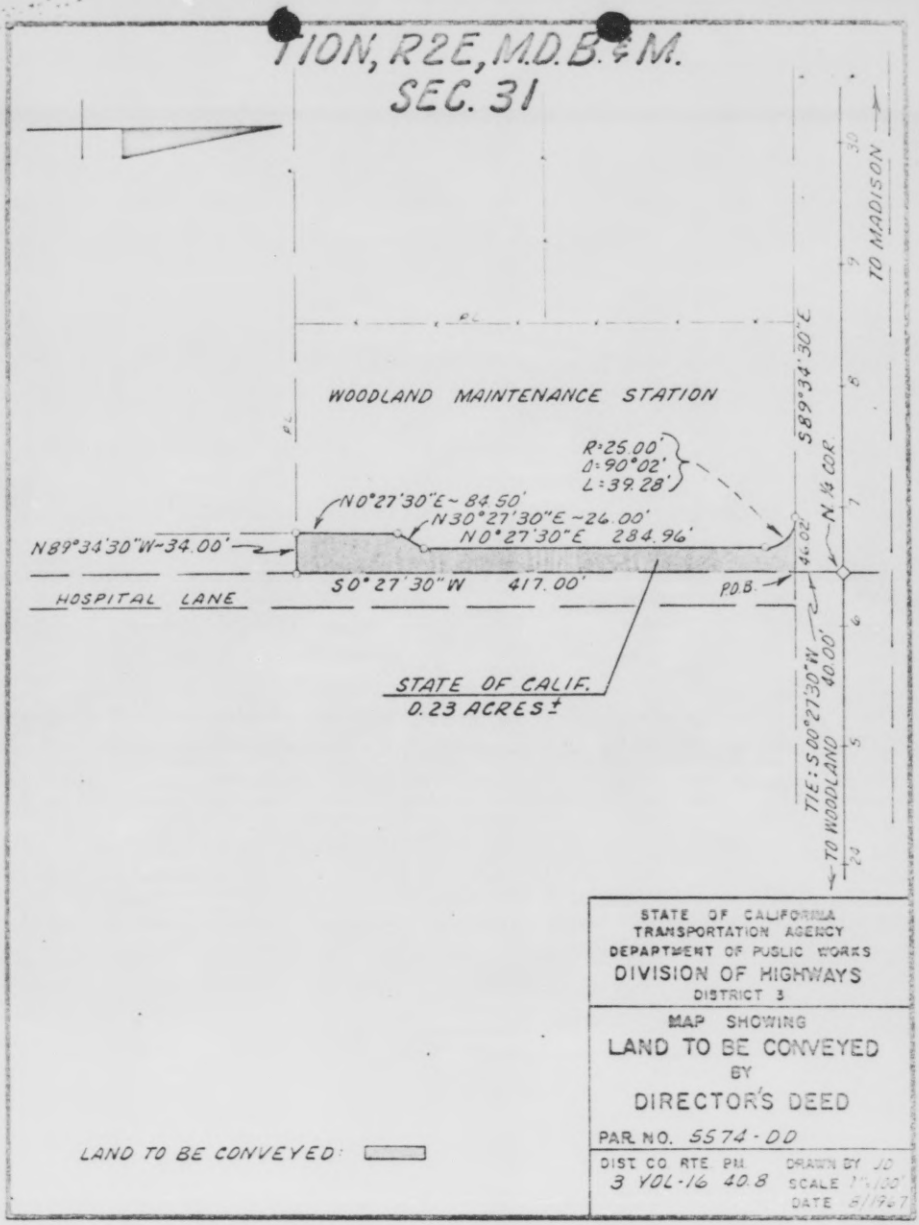

STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
DISTRICT 3

MAP SHOWING
LAND TO BE CONVEYED
BY
DIRECTOR'S DEED

PAR NO. 5574-00

DIST	CO	RTE	PM	DRAWN BY JD
3	YOL	16	40.8	SCALE 1"=100'
				DATE 8/1967

Micro Fiched
Micro Fiched

FILED

OCT 23 1967

LAURENCE P. HENIGAN, Clerk

By Deborah Rodgers Deputy

AGREEMENT NO. 67-93

Micro Filmed

THIS AGREEMENT by and between JOHN R. ELLINGSTON, hereinafter called ELLINGSTON, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY,

W I T N E S S E T H:

WHEREAS, the Probation Officer of COUNTY has retained ELLINGSTON to perform certain professional services, and the Board of Supervisors of COUNTY desires to ratify the action of the Probation Officer by this writing,

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. In consideration of the covenants of COUNTY herein, ELLINGSTON agrees to provide the following services to COUNTY:

a. To survey and report to the presiding Judge of the Juvenile Court, the Juvenile Justice Commission, and the County Probation Officer upon the services available within the boundaries of the County of Yolo to disadvantaged and delinquent youth and to make recommendations thereon.

b. To survey and report to the presiding Judge of the Juvenile Court, the Juvenile Justice Commission, and the County Probation Officer upon existing and future Probation Department programs and to make recommendations thereon, with a view to qualification for Federal or Foundation grants.

c. To organize and conduct a conference on youth services at the University of California at Davis in cooperation with the Chancellor of the University of California at Davis and the Law School of the University of California at Davis.

Micro Filmed

2. In consideration of the covenants of ELLINGSTON, COUNTY

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agrees to pay as compensation for the services to be performed hereunder the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 ($1,500.00) DOLLARS plus reasonable expenses not to exceed FIVE HUNDRED AND NO/100 ($500.00) DOLLARS for meals, lodging and mileage, mileage to be compensated at the rate of ten cents (10¢) per mile for the first three hundred miles per month and at the rate of eight cents (8¢) per mile for any excess.

3. It is acknowledged that COUNTY has heretofore paid certain sums to ELLINGSTON on account of said services; the payment of said sums is hereby ratified, and it is mutually agreed that said sums shall be credited upon the compensation herein provided.

4. It is mutually agreed by the parties hereto that ELLINGSTON in the performance of this agreement shall act in the capacity of an independent contractor and not that of an officer or employee of COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 16th day of October, 1967.

John R. Ellingston
JOHN R. ELLINGSTON

COUNTY OF YOLO

BY Dudley Gaston
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY

(SEAL)

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YOLO COUNTY
AGREEMENT NO. 67-94
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CONSTRUCTION AGREEMENT

THIS AGREEMENT, made the 18th day of October, 1967, by and between Sacramento Construction of the County of Sacramento, State of California, part of the first part (hereinafter designated as the Contractor) and the Yolo County Board of Supervisors, a political subdivision of the State of California, Woodland, California, part of the second part (hereinafter designated as the owner).

WITNESSETH: That the Contractor, in consideration of the agreements herein made by the Owner agrees with Owner as follows:

ARTICLE I: The Contractor shall and will provide all the materials and perform all the work for the erection of Davis Branch Library of Yolo County located Davis, California the work to be strictly in accordance with Drawings and Specifications, as prepared by Barovetto and Carissimi, Architects and Planners, Inc., the authorized Architects, which Drawings, General Conditions, Bid Form, and Specifications, are identified by the signatures of the parties hereto and are hereby referred to and incorporated herein for all purpose the same as if set forth herein in full.

ARTICLE II: It is understood and agreed by and between the parties hereto that the work included in this Contract is to be done under the direction of the said architects and that his decision as to the true construction and meaning of the Drawings and Specifications shall be final. It is understood and agreed by and between the parties hereto that such additional Drawings and Specifications as may be necessary to detail and illustrate the work to be done are to be furnished by the Architect, and the parties hereto agree to conform to and abide by the same, so far as the same may be constant with the purpose and intent of the original Drawings and Specifications referred to in Article I.

ARTICLE III: No alterations shall be made in the work except upon written order of the architect, the amount to be paid by the Owner or allowed the Contractor by virtue of such alterations to be stated in said order and approved in writing by the Owner and the Contractor.

ARTICLE IV: Time is of the essence of this Contract. Contractor shall begin work required under this Contract within 5 days of the Contract date. The Contractor shall prosecute the work diligently from day to day thereafter at such a rate that all work for the aforesaid construction shall be complete on or before July 19, 1968. Should the Contractor fail to complete his contract and the work provided herein within time fixed for such completion, due allowance being made for unavoidable delays*, he shall become liable to the Board of Supervisors of Yolo County in the amount of fifty dollars ($50) for each day said work remains uncompleted beyond the time for completion, as for liquidated damages and not as a penalty, agreed upon by the parties to the Contract, it being expressly stipulated that it would be impracticable and extremely difficult to fix the actual amount of damage. If it appears to any Contractor that he will not complete the work provided in his Contract in the time agreed, he shall make written application to the Board of Supervisors of Yolo County at least ten calendar days prior to the expiration of the time for the completion, stating the reason why and the amount of extension which he believes should be granted. Board of Supervisors may then, in its discretion, grant or deny such extension.

Any money due or to become due the Contractor may be retained to cover the said liquidated damages by the Board of Supervisors of Yolo County, shall have the right to recover the balance from the Contractor or his sureties.

Should the Board of Supervisors for any cause authorize a suspension of work, the time of such suspension added to the time allowed for completion of work by order of the Board of Supervisors shall not be deemed a waiver of claim of the Board for damages for noncompletion of work as above required.

*"Unavoidable delays" shall be defined to mean delays in the prosecution of the work caused by the act, or default of the Owner or Architect, or by damage by fire, existence of war, or other calamity for which the Contractor is not responsible, or by combined action of the workmen in no wise caused by, or resulting from the acts of the Contractor.

FILED
NOV - 1 1967
LAURENCE P. HENIGAN, Clerk
By Deputy

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ARTICLE V: It is hereby mutually agreed between the parties hereto, that the sum the Owner shall pay or cause to have paid to the Contractor for said work and materials shall be

Two Hundred Thirty-Six Thousand Seven Hundred Thirty-Seven - Base Bid	$ 236,737.00
Five Thousand One Hundred and One - Add - Alternate Bid 1	5,101.00
Two Hundred Forty-One Thousand Eight Hundred Thirty-Eight - TOTAL ------	$ 241,838.00

in lawfully issued checks or warrants of the Owner, subject to additions and deductions as hereinbefore provided in Article III and that such sum shall be paid in progress payments and only upon certificates of the Architect as follows:

Before receiving certificates of the first payment as hereinafter stated, the Contractor shall file with the Architect statements showing the quantities of all materials used or to be used under this agreement, and the names and addresses of the people furnishing said materials; also showing the maximum costs of all labor used or to be used under this agreement and the names and addresses of all subcontractors under this agreement and amounts of such contracts and subcontracts.

On the first day of each month during the continuance of the work under this agreement, the Contractor shall file with the Architect statements showing the amounts of labor and materials incorporated in the building since the date of the next preceding statement. The Architect will be allowed five days to check such statements, and if found correct, will issue certificates equal to ninety percent of the amount of such statements, provided however, that at no time except on the final payment shall the total payments exceed ninety percent of the contract price of said construction. Before receiving certificates from the Architect, the Contractor shall furnish the Architect such evidence as the Architect may require to show that all bills against the building under this agreement are being paid.

Final payment shall be made within thirty-five days after the completion and acceptance by Owner of the work included in the Contract, as shown in the Notice of Completion recorded by the Owner, and all payments shall be due when certificates for same are issued, except the final payment.

It is further mutually agreed between the parties hereto that no certificates given or payment made under the Contract, except the final certificate of payment and acceptance by the Owner, shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no payment whatsoever shall be construed to be an acceptance of defective work or improper materials.

ARTICLE VI: Pursuant to the provisions of paragraphs 1850 to 1854, inclusive of the Labor Code of California, no contractor or sub-contractor or agent or representative thereof shall knowingly employ or cause or allow to be employed on this public work any alien -- meaning thereby any person not a born or fully naturalized citizen of the United States except aliens admitted to the United States under the provisions of the Refugee Relief Act of 1953 -- except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except on work upon public, military or naval defenses or works in time of war.

Within thirty days after any alien is permitted to work upon this public work due to an extraordinary emergency, the Contractor shall file with the Board of Supervisors a verified report setting forth the nature of the extraordinary emergency, the name of the alien, and the date he was permitted to work. Failure to file the report within the thirty-day period shall be prima facie evidence that no extraordinary emergency existed. Every contractor and sub-contractor shall keep an accurate record showing the name and citizenship of each workman employed by him, in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the Board of Supervisors and the Division of Labor Enforcement.

For each violation of the above stipulation, Contractor shall forfeit to the Board of Supervisors as a penalty the sum of Ten Dollars ($10.00) for each alien knowingly employed in the execution of this agreement, by him or by any sub-contractor under him, for each calendar day or portion thereof during which such alien is permitted or required to labor in violation of this stipulation and the provision of said Labor Code.

ARTICLE VII: Eight hours of labor shall constitute a legal day's work upon all work done hereunder and forty hours of labor shall constitute a legal week's work upon all work done hereunder. It is expressly stipulated that no workmen employed at any time by the Con-

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tractor or by any sub-contractor or sub-contractors under this project upon the work or upon any part of the work contemplated by this Contract shall be required or permitted to work thereon more than eight hours in any one calendar day and forty hours in any one calendar week except as provided in paragraphs 1810 to 1815, inclusive, of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein.

Contractor and any sub-contractor or sub-contractors under this Contract shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each workman employed in connection with the work or upon any part of the work contemplated by this Contract. The records shall be kept open at all reasonable hours to the inspection of the Board of Supervisors of the Owner and to the Division of Labor Law Enforcement.

It is further expressly stipulated that for each and every violation of this stipulation said Contractor shall forfeit as a penalty to the Owner Twenty-five Dollars ($25.00) for each workman employed in the execution of this Contract or by any sub-contractor under this Contract for each calendar day during which said workman is required or permitted to labor more than forty hours, and said labor is in violation of the provisions of said sections of the Labor Code.

ARTICLE VIII: In accordance with the provisions of Sections 4300 to 4305, inclusive, of the Government Code of California, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, substantially all from materials produced in the United States, shall be used in the performance of this Contract, except however, those which fall within the pervue of Sections 4301 and 4302, and those purchased under contract within the pervue of Section 4303.5 of the Government Code.

ARTICLE IX: The Contractor shall file two bonds with Owner before commencing work. These bonds shall be issued by a Surety Company, authorized to do business in the State of California, shall be maintained during entire life of Contract and at expense of Contractor. One bond shall be in the amount of one hundred percent of contract price and shall guarantee faithful performance of Contract. Second bond shall be Labor and Material Bond required by Chapter 3, Division V, Title 1, of Government Code of State of California in sum of one-half total amount payable by terms of this Contract. Any alteration or alterations made in Specifications shall not operate to release any surety from liability on any bond attached hereto, and made a part hereof, and consent to make such alterations is hereby given, and any surety on said bonds hereby waives provisions of Section 2819 of Civil Code.

ARTICLE X: It is understood and agreed that Owner shall have right to occupy building or use improvements contemplated by this Contract prior to completion of entire work, and such occupancy or use shall not operate as an acceptance of any part of work.

ARTICLE XI: Said parties for themselves, their heirs, successors, executors, administrators, agents, representatives, subcontractors and assigns, do hereby agree to fulfill performance of the terms, conditons, provisions, and covenants herein contained.

ARTICLE XII: Pursuant to paragraph 1773 of the Labor Code of California, the Board of Supervisors of the Owner has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality in which this work is to be performed for each craft or type of workman or mechanic needed to execute this Contract. The prevailing rates so determined, which must be complied with as a minimum, are as set forth by the Building and Construction Trades Council of Sacramento-Yolo Counties, and are as follows:

The per diem wage is the hourly wage rate multiplied by the number of hours constituting a working day. The following hourly wage rates are based on an eight hour day, forty hour week, Monday through Friday inclusive with the exception of Painters, whose rates are based on a seven and one half hour day, thirty five hour week:

SPECIAL NOTICE

7 denotes amount of vacation included in basic wage rate.
/ denotes APPRENTICESHIP TRAINING AND/OR JOURNEYMAN TRAINING.
// denotes PROMOTION FUND.
# denotes RESEARCH FUND.

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	RATE	OVER TIME	H & W	VACATION	PENSION	MISC.
Asbestos Worker	6.20	12.40	35 ¢	50¢	25¢	3¢ ≠ 1¢ # 15¢ *
Asbestos Foreman (≠25¢)						
Boilermaker	6.00	12.00	20 ¢	30¢	25¢	1¢ ≠
" Helper	5.70	11.40	20 ¢	30¢	25¢	1¢ ≠
" Foreman	6.50	13.00	20 ¢	30¢	25¢	1¢ ≠
Bricklayer	5.15	10.30	18 ¢	40¢	20¢	7¢≠≠
" Foreman (+ 1 hr. straight time per day)						
Carpenter	5.205	**	25 ¢	35¢	35¢	1¢ ≠
" Foreman	5.705	**	25.¢	35¢	35¢	1¢ ≠
Carpet & Linoleum Layer	5.63	11.26	25.¢	40¢	30¢	5¢ ≠
" Foreman	6.05	12.10	25 ¢	40¢	30¢	5¢ ≠
Cement Mason	4.92	*	26 ¢	50¢	40¢	
" Foreman	5.25	*	26 ¢	50¢	40¢	
Drywall Installer (Sheetrock)	5.285	10.57	25 ¢	35¢	35¢	4½¢ ≠ 2¢≠≠
Electrician	6.20	12.40	17 ¢	(4%)7	20¢	1½¢ ≠
" Foreman	7.13	14.26	17 ¢	(4%)≠	20¢	1½¢ ≠
Glazier	5.20	***	15 ¢	(6%)	20¢	
Hod Carrier - Plaster	4.35	8.70	19½¢	50¢	30¢	2¢≠≠
Iron Worker - Ornamental	6.46	12.92	28 ¢	7(23¢)	25¢	1½¢ ≠
- Structural	6.46	12.92	28 ¢	7(23¢)	25¢	1½¢ ≠
Iron Reinforcing	6.06	12.12	28 ¢	7(23¢)	25¢	1½¢ ≠
" Foreman (≠ 45¢ per hour)						
Lather	5.15	10.30	19½¢	50¢	20¢	8¢≠≠
" Foreman	5.55	11.10	19½¢	50¢	20¢	8¢≠≠
Millmen	3.96	*	22.85/mon.	1400 hrs. ≠1.wk.	15¢	
Millwrights	5.505	**	25 ¢	35¢	35¢	1¢ ≠
Painter - Brush	5.22	******	24½¢	40¢	25¢	40¢*
Painter - Spray	See Labor Agreement		24½¢	40¢	25¢	40¢
" Foreman	3 to 4 men include ½ hr. additional per day 3 to 9 men include 1 hr. additional per day 10 or more men include 1½ hr. additional per day					
Plasterer	5.15	10.30	19½¢	50¢	20¢	≠
" Foreman (≠ $2.00 per day)						
Plumber	6.82	13.64	45¢	7(60¢)	30¢	4¢ ≠ 10¢≠≠ 1¢**
Plumber Foreman	7.49	14.98	45¢	7(65¢)	30¢	4¢ ≠ 10¢≠≠ 1¢**
Refrigeration Fitter	6.82	13.64	45¢	7(60¢)	30¢	4¢ ≠ 10¢≠≠ 1¢**
Refrigeration Foreman	7.49	14.98	45 ¢	7(65¢)	30¢	4¢ ≠ 10¢≠≠ 1¢**
Roofer	4.67	****	33 ¢	30¢	10¢	
" Felt Machine Operator	4.92	****	33 ¢	30¢	10¢	
" Foreman	4.92	****	33 ¢	30¢	10¢	
Sheet Metal Worker	6.426	12.852	15 ¢	≠(8%)	30¢	11¢≠
" Foreman (≠ 8%)						
Shinglers (Wood & Compo.)	5.355	**	25 ¢	35¢	35¢	1¢ ≠
Steamfitter	6.82	13.64	45¢	7(60¢)	30¢	4¢ ≠ 10¢≠≠ 1¢**

5/16/67

Single Unit Dump:

Under 4 yds.	4.505
4 yds. and under 6 yds.	4.60
6 yds. and under 8 yds.	4.80

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	5/16/67
Transit Mix Trucks:	
Under 6 yds.	4.655
6 yds. and under 8 yds.	4.755
8 yds. through 10 yds.	4.855
Foreman	$ .25 above highest classification over which he is FOREMAN.
Working Foreman	$ .15 above highest classification over which he is Working FOREMAN.
DW 10's, 20's, 21's, Terra Cobra LaTourneau Pulls Tournorocker, Euclid, and similar equipment and when pulling Auna/Pak, water tank trailers, and Fuel and/or Grease or other miscellaneous trailers.	5.24
Foreman	$ .25 above highest classification over which he is FOREMAN.
Working Foreman	$ .15 above highest classification over which he is a Working FOREMAN
Group No. 6	6/16/67
Mechanical Finishers (concrete) (Clary, Johnson or similar types)	5.44
Group No. 10	
Boom-type Backfilling Machine (Assistant to Engineer required)	6.00
Combination Backhoe and Loader (to and including 3/8 yd) (Assistant required when more than 200° swing)	
Euclid Loader and similar types (Assistant to Engineer required)	
Euclids, T-pulls, DW 20, 21 and similar, over 45 cy., struck m.r.c.	
Derrick (2 operators required when swing engine remote from hoist)	
Multiple Engine Earth-moving Machine (Euclids, etc.) (no tandem scraper)	
Power Shovels, Cranes (not over 25 tons, hammerhead and gantry), Clamshells, Draglines, Backhoes, Grade-alls (up to and including 1 yd.) (Assistant to Engineer required)	
Soil Stabilizer (P & H or equal)	
Loader (2 yds. up to and including 4 yds.)	
Tractor, Compressor Drill combination (Assistant to Engineer required)	
Subgrader (Gurries or other automatic type (Assistant to Engineer required)	
Group No. 11	
Earth Moving Machine (single engine with tandem scrappers)	6.16

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WELFARE BENEFITS	Per Hour
Hospital, Medical and Surgical	24½¢ Effective 5/1/66
Dental Care	6½¢ Effective 8/1/65
Visual Care	3¢ Effective 5/1/66
Prescription Drug	2½¢ Effective 5/1/66
Retired Employees	1¢ Effective 5/1/66
PENSIONS	25¢ Effective 5/1/66
VACATIONS	35¢ Effective 5/1/67
SUBSISTANCE	7.00 Effective 5/1/65

Laborers	6/16/67
Group 1 - Wage Rate	4.425
Group 2 - Wage Rate	4.275
Group 3 - Wage Rate	4.175

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OVERTIME

Any additional time worked after the regular work day, Saturday, Sunday, and holidays shall be considered overtime and paid for a double the straight time rate unless otherwise specified hereon.

* For the first two hours after the regular work day, overtime shall be paid for at the rate of time and one-half. All additional time worked up to 8:00 a.m., and on Saturday, Sunday, and holidays shall be paid for at the double time rate.

** For the first four hours after the regular work day, overtime shall be paid for at the rate of time and one-half. All additional time worked up to 8:00 a.m., and on Saturday, Sunday, and holidays shall be paid for at the double time rate.

*** For the first two hours after the first eight hours, Monday through Friday, and the first four hours on Saturday morning in the shop, time and one-half shall be paid. All other overtime shall be double time rate.

**** Any additional time worked after the first eight hours of the regular work day and Saturday shall be paid for at the rate of time and one-half. Sunday and holidays shall be paid for at the double time rate.

***** All working hours beyond the regular work day, which is 7 hours, Monday through Friday, shall be paid for at the rate of time and one-half, providing no overtime exceeds 4 hours at the time and one-half rate. All work in excess of 4 hours overtime shall be paid at the rate of double time. All work performed on Sunday shall be double time and paid at twice the straight-time rate.

****** Any additional time worked after the first seven of the regular work day and Saturday shall be paid for at the rate of time and one-half. Saturday, Sunday and holidays shall be paid for at the double time rate.

All other trades not specifically mentioned shall receive wages prescribed for that particular craft or type or workman by the Building and Construction Trades Council of Sacramento-Yolo Counties.

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any sub-contractor under him to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the Contract.

Properly indentured apprentices may be employed upon this work. In accordance with paragraph 1775.5 of the Labor Code of California, such apprentices, must be in training upon apprenticeship standards and written apprenticeship agreements pursuant to paragraph 3070, et seq. of the Labor Code of California, and the employment of such apprentices shall be in accordance with the provisions of such apprenticeship standards and apprentice agreements. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the trade at which he is employed and shall be employed only at the work of the trade to which he is indentured.

The Contractor and each sub-contractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen, and mechanics employed in connection with the execution of this agreement or any sub-contracts thereunder and showing also the actual per diem wages paid to each of such workers which record shall be open at all reasonable hours to the inspection of the Owner, its officers and agents and to the Division of Labor Law Enforcement.

Pursuant to the provisions of paragraphs 1770 to 1780, inclusive, of the Labor Code of California, it is hereby agreed and stipulated that Contractor shall forfeit to the Owner, as a penalty, Twenty-five Dollars ($25.00) for each laborer, workman, or mechanic employed for

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each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this agreement by him or any sub-contractor under him.

All skilled labor not listed above that may be employed shall be paid not less than the union wage scale for such labor in the locality where such work is being performed. In case it becomes necessary for the Contractor or any sub-contractor to employ on the work under this Contract any person in the trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum rate is herein specified, the Contractor shall immediately notify the Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate base thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

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IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written.

CONTRACTOR	OWNER
SACRAMENTO CONSTRUCTION Firm	YOLO COUNTY BOARD OF SUPERVISORS Name
930 Alhambra Boulevard, Suite 140 Address	Yolo County Courthouse Address
Sacramento, California 95816 Address	Woodland, California Address
By: J. D. Tucker Authorized Person	By: Dudley Chamberlain X Authorized Person CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

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UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland
(A Stock Company)

No. 42043-12-761-67

COPY

$ 241,838.00
Premium: $1,922.00

PUBLIC WORKS PERFORMANCE BOND

FILED
NOV-1 1967
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

XEROX COPY

KNOW ALL MEN BY THESE PRESENTS:

That we, SACRAMENTO CONSTRUCTION as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Corporation organized and existing under the laws of the State of Maryland and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto Clerk of Yolo County Board of Supervisors, as Obligee, in the sum of Two Hundred Forty One Thousand Eight Hundred Thirty Eight Dollars ($ 241,838.00), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed with our seals, and dated October 18, 1967

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THE CONDITION of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract dated October 18, 1967 with said Obligee to do and perform the following work, to-wit:

Construct Davis Branch Library of Yolo County

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of said contract to be performed by said Principal, as in said contract set forth, then this bond shall be null and void; otherwise it shall remain in full force and effect.

SACRAMENTO CONSTRUCTION (SEAL)

By: J. D. Tucker
J. D. Tucker Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By: Richard J. Wood Attorney-in-fact

(SEAL)

Contract 237 (California) (7-62)

Micro Fiched

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF California
COUNTY OR CITY OF Sacramento } ss:

Before me, a Notary Public, personally came RICHARD J. WOOD known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 18th day of October, 19 67.

HELEN FOOTE Notary Public.

NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY

My Commission expires 4-7-68

Jud. 876 (9-47)

Contract 237 (California) (7-42)

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UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

No. 42043-12-761-67

$ 241,838.00

PUBLIC WORKS
LABOR AND MATERIAL BOND

Premium incl. in Performance Bond

XEROX COPY

KNOW ALL MEN BY THESE PRESENTS:

That we, SACRAMENTO CONSTRUCTION

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Corporation organized and existing under the laws of the State of Maryland and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto

Clerk of Yolo County Board of Supervisors, as Obligee,

in the sum of Two Hundred Forty One Thousand Eight Hundred Thirty Eight

Dollars ($ 241,838.00), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the above-bounden Principal has been awarded and has entered into a contract, dated October 18, 1967, with Clerk of Yolo County Board of Supervisors to do and perform the following work, to-wit:

COPY

FILED

NOV - 1 1967

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

Construct Davis Branch Library of Yolo County

as will more fully appear in said contract, reference to which is hereby made.

NOW, THEREFORE, if the above-bounden Principal, or ..... subcontractors, fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety hereon will pay for the same, in an amount not exceeding the sum specified in this Bond. In case suit is brought upon this Bond, Surety will pay a reasonable attorney's fee, to be fixed by the Court. This Bond is executed pursuant to the provisions of Chapter 3 of Division 5, Title 1, Government Code of the State of California, and shall inure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Witness our hands and seals this 18th day of October, 19 67

SACRAMENTO CONSTRUCTION

By: J. D. Tucker (SEAL)

J. D. Tucker Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Richard L. Wood Attorney-in-fact

(SEAL)

OK by Counsel

Contract 238 (California) (7-62)

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ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF California
COUNTY OR CITY OF Sacramento } ss:

Before me, a Notary Public, personally came RICHARD J. WOOD known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 18th day of October, 1967.

Helen Foote
Notary Public.

My Commission expires 4-7-68

HELEN FOOTE
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY

Fud. 676 (1-67)

Micro Filmed

Silvio L. Barovetto, A.I.A.
Ronald J. Carissimi, A.I.A.

BAROVETTO AND CARISSIMI
ARCHITECTS AND PLANNERS, INC.
730 Alhambra Boulevard • Sacramento, California • 441-6066

AIA

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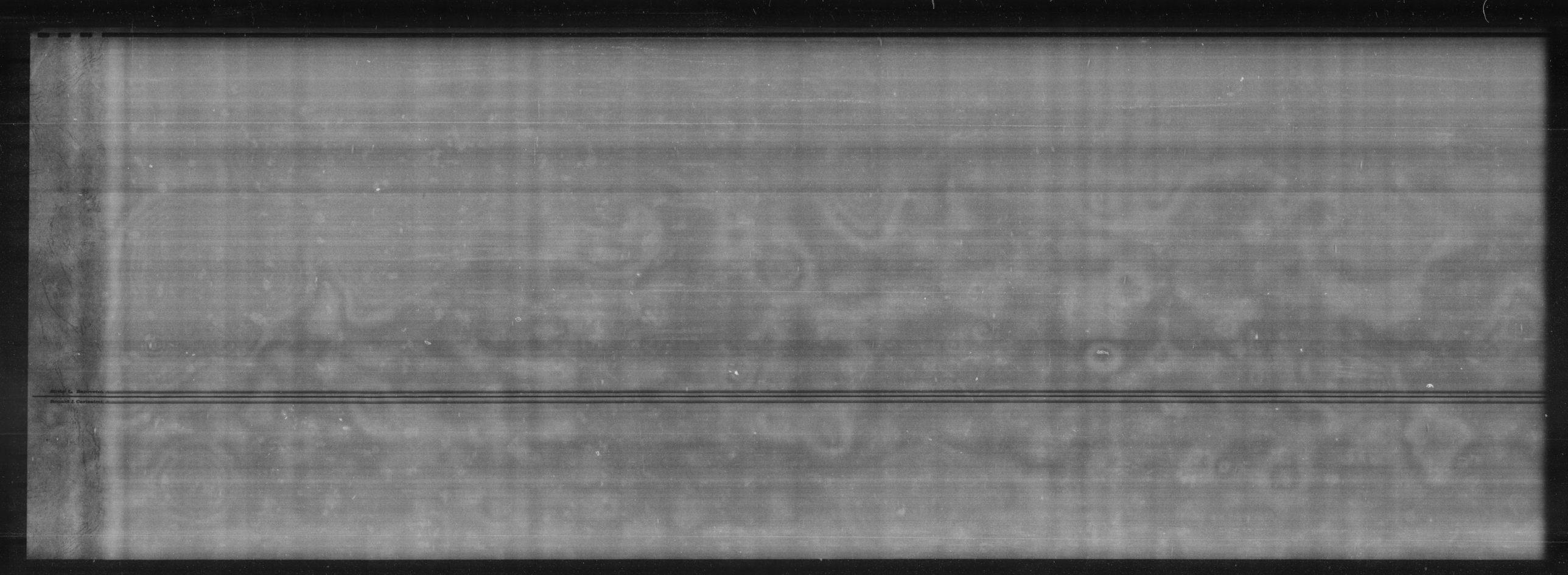
OF
YOLO COUNTY

barovetto & carissimi, architects & planners
Set #5 County Recorder



BAROVETTO AND CARISSIMI, ARCHITECTS & PLANNERS, INC., 718 ALHAMBRA BLVD., SACRAMENTO, CALIF.

BID FORM

FOR

DAVIS BRANCH LIBRARY

OF

YOLO COUNTY

Micro Fiched

To: The Clerk of Board
Yolo County Board of Supervisors
County Court House
Woodland, California

Gentlemen:

Pursuant to and in compliance with your Advertisement for Bid, dated September 27, 1967 and the instructions to bidders and other documents related thereto, the undersigned proposes to furnish all labor and materials to perform all work for the following construction.

* * * * *

BASE BID — For the construction of the Davis Branch Library Building located in Davis, California and all related work as shown on Drawings, Specifications, Addenda, and other Contract Documents.

BASE BID $ 236,737.00

ALTERNATE BID 1 — Add for the furnishing and installation of the metal coping and related work identified as Alternate Bid 1 in the Contract Documents.

ADD $ 5,101.00

ALTERNATE BID 2 — Delete the furnishing and installation of the junction boxes, conduit, additional outlets and related work for future sound system identified as Alternate Bid 2 on Electrical Drawing Sheet E-3.

DEDUCT $ 160.00

ALTERNATE BID 3 — Delete the furnishing and installation of junction boxes and conduit and related work for future installation of plugmold in future cabinet bases identified as Alternate Bid 3 on Electrical Drawing Sheet E-3.

DEDUCT $ 160.00

ALTERNATE BID 4 — Deduct for the furnishing and installation of smooth face concrete block in lieu of split face concrete block at all exterior concrete block walls as identified in the Contract Documents.

DEDUCT $ 1,827.00

ALTERNATE BID 5 — Deduct for the removal of all Hemlock wall panelling and Hemlock Shiplap on columns and light troffers. All gypsum board surfaces under the Hemlock shall be a finished and painted surface as indicated in the Contract Documents.

DEDUCT $ 1,408.00

Within seven (7) days the responsible low bidder shall after notice of intent to award this Contract, present to the Clerk of the Board the cost breakdown for the project as required by the Contract Documents.

* * * * *

REJECTION OF BIDS

It is understood that the Owner reserves the right to reject any or all bids, or to waive any informality in bids received.

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DRAWINGS AND ERRORS

The undersigned has examined the location of the proposed work and is familiar with the plans, specifications, and other Contract Documents and the local conditions at the place where the work is to be done.

The undersigned has checked carefully all the above figures and understands that the Board of Supervisors, Yolo County, Woodland, California, will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

ADDENDA

Micro Fiched

The undersigned agrees that all Addenda received and acknowledged herein shall become a part of and are included in this Proposal. This Proposal includes the following addenda:

Addenda No's #1

Acknowledged by: J.D.T.

Sacramento Construction
Contractor

By J. D. Tucker

930 Alhambra Blvd., Suite 140
Address

Sacramento, California 95816
Address

205012
License No.

Micro Fiched

DESIGNATION OF SUB-CONTRACTORS

Micro Fiched

Each bidder shall list below name and location of mill, shop, office, or supplier, of each sub-contractor who will perform work or labor, render service or supply materials, to General Contractor for construction of work to be performed on Davis Branch Library.

The following is a complete list of sub-contractors and suppliers proposed for various branches of work, and shall be completely filled out. General Contractor's name shall be inserted only on work which will be both supplied and installed by General Contractor.

PORTION OF WORK	SUBCONTRACTOR	ADDRESS
Site Preparation, Excavating & Grading	Sacramento Construction	Sacramento
Site Paving	Sacramento Construction	Sacramento
Irrigation System	Fairway Landscaping	Sacramento
Trees, Shrubs, Ground Cover & Turfing	Fairway Landscaping	Sacramento
Forms for Concrete	Sacramento Construction	Sacramento
Reinforcing for Concrete	Pittsburgh Des Moines	Sacramento
Concrete for Building Construction	Sacramento Construction	Sacramento
Precast Tilt-Up Concrete	Sacramento Construction	Sacramento
Masonry	E & S Masonry	Hayward
Structural and Miscellaneous	Palm Iron	Sacramento
Metal Letters	Court Smith	San Francisco
Carpentry and Appurtenent Work	Sacramento Construction	Sacramento
Mill Work	Burnett & Sacramento	Sacramento
Glu-Laminated Members	Diamond National	Sacramento
Built-Up Roofing	Curtis Roofing	Sacramento
Shake Roof	Murphy	Sacramento
Sheet Metal	Camellia City Sheet Metal	Sacramento
Metal Louvers	Camellia City Sheet Metal	Sacramento
Thermal Insulation	California Insulation	Sacramento
Building Sealants	Sacramento Construction	Sacramento
Hollow Metal Doors and Frames	American Building Materials	Sacramento
Wood Doors	Burnett & Sons	Sacramento
Hollow Metal Storefront	American Building Materials	Sacramento
Finish Hardware	Shelton Bldrs. Hardware	Sacramento
Glass and Glazing	American Building Materials	Sacramento
Painting and Finishing	Chris-Tone Painting	Sacramento
Resilient Flooring	Pritchard & Stone	Sacramento
Cement Plaster	McCray	Sacramento

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Drywall	Specialty Interiors	Sacramento
Acoustical Work	Wm. Bennett	Sacramento
Metal Toilet Partitions	C & B Supply	Berkeley
Tackboards	Nelson Adams	San Francisco
Toilet Room & Janitor Room Accessories	Paul Kass	San Francisco
Fire Extinguisher and Cabinets	By Owner	
Drapery Track	Delete	
Mechanical	Lawson Sheet Metal	Sacramento
Electrical	Collins Electric	Sacramento

Additional Sub-Contractors Not Listed Above

Plumbing	Industrial Plumbing	Sacramento

Micro Fiched

ATTORNEY-IN-FACT AFFIDAVIT

Micro Fiched

STATE OR COMMONWEALTH OF California
COUNTY OR CITY OF Sacramento } ss:

Gilbert R. Schwarz

Before me, a Notary Public, personally came known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 13th day of October, 1967.

HELEN FOOTE
NOTARY PUBLIC – CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY

Helen Foote
Notary Public.

My Commission expires 4-7-68

Jud 676 (9-67)

Micro Fiched

STATE of CALIFORNIA } ss.
COUNTY of YOLO }

The Foregoing Instrument Is A Correct Copy Of
The Original On File In This Office.

ATTEST October 17 19 71
LAURENCE P. HENIGAN
COUNTY CLERK, EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS,
EX-OFFICIO CLERK OF THE BOARD OF EQUALIZATION IN AND FOR
THE COUNTY OF YOLO, STATE OF CALIFORNIA.

By Pete E. Lucas
Deputy

Micro Fiched

FILED
OCT 23 1967
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 67- 95

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into this 23rd day of *OCTOBER*, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and the *SACRAMENTO COUNTY-YOLO COUNTY MOSQUITO ABATEMENT DISTRICT*, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the law of the State of California; and

WHEREAS, it is the desire of the OWNER, that the COUNTY service, repair, and maintain all of the radio communication equipment of the OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said radio communication equipment of the OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY will, when notified by the OWNER, repair, service, and maintain the said radio communications equipment; said OWNER shall allow the Yolo County Communications Department personnel a reasonable amount of time to arrive at the location where said equipment to be repaired, serviced, and maintained is situated.

2. COUNTY will provide to OWNER common equipment service consisting of the use of the mobile repeater unit operated by and licensed to COUNTY to facilitate the operation of OWNER'S mobile and control units and handi-talkie units.

3. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repairs, and maintenance listed herein.

Micro Fiched

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts to be charged out at COST PLUS TEN PERCENT (10%).

(c) Standard mobile installations shall be thirty dollars ($30.00).

(d) Removal of mobile units shall be seven and 50/100 dollars ($7.50).

(e) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter. HOWEVER, it is further agreed that the rates charged for this service does not include labor for repairs to the equipment.

(f) The rate for the communications services consisting of common equipment service shall be four dollars ($4.00) per month per mobile unit and four dollars ($4.00) per month per base or control unit operated by OWNER, and four dollars ($4.00) per month per portable or handi-talkie unit.

Micro Fiched

4. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 23rd day of October, 1967.

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

OWNER

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY: _____ DEPUTY

(SEAL)

Micro Fiched

YOLO COUNTY
AGREEMENT NO. 67-96

STATEMENT OF OPERATIONAL RELATIONSHIPS

BETWEEN

THE YOLO COUNTY CHAPTER OF THE AMERICAN NATIONAL RED CROSS

AND

THE COUNTY OF YOLO, CALIFORNIA

FILED
OCT 25 1967
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

I. BACKGROUND:

Every major disaster involves many agencies or services in the alleviation of its effects.

In a natural disaster the American National Red Cross is charged by their congressional charter with the rendering of certain disaster relief services and there are other emergency services which are inherently the responsibility of government. They compliment one another in the total disaster relief picture.

In a war caused disaster the prime responsibility for emergency action and relief falls entirely upon government. The American National Red Cross has certain responsibilities to the federal government, but may also assist local government if they have by their permission been incorporated into the civil defense plans of the particular political subdivision; which is the intent of this statement.

II. PURPOSE:

This statement will:

A. Outline the program of the Yolo County Chapter of the American National Red Cross and those of the County of Yolo for natural disaster.

B. Show the relationship between these two agencies in conducting these programs.

C. Delineate the operational relationship during a war caused disaster.

III. LEGAL BASIS FOR OPERATIONAL RELATIONSHIP:

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A. NATURAL DISASTER:

1. American National Red Cross responsibilities are derived from Public Law 4, 58th Congress. (33 Stats. 599).

2. The California Disaster Act defines the responsibilities of the State and Local governments.

B. WAR CAUSED DISASTER:

1. The American National Red Cross has a legal responsibility to the federal government to:

A. Represent the United States government in deliberations under the Geneva convention.

B. Conduct certain functions related to the military establishment.

2. Responsibilities of the state and local governments are stated in the California Disaster Act.

IV. BASIS FOR AGREEMENT CONCERNING NATURAL DISASTER:

There is a close relationship between the responsibilities of the American Red Cross and the County of Yolo during a natural disaster. Therefore, the Yolo County chapter of the ANRC will plan and act in unison with the appropriate provisions of the Yolo County Civil Defense and Disaster Relief Plan, pertinent federal statutes and this agreement. Coordination does not impose administrative authority or fiscal control over the Red Cross corporation, its policies, its volunteers or its employees.

V. RED CROSS PROGRAM IN NATURAL DISASTER:

In accordance with the provisions of the foregoing, ANRC will provide and finance services to meet human needs under any condition of natural disaster. Specifically these services, extended on a grant basis, are listed and explained in Paragraphs A through D, below:

A. MASS CARE:

1. FOOD:

A. Provision of food for disaster victims.

B. Provision of food for disaster workers, if normal commercial feeding facilities are not available or in situations where disaster workers are in isolated areas and cannot use normal feeding facilities.

(Disaster workers may use Red Cross feeding facilities established for victims, when the disaster situation warrants.)

2. CLOTHING

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Provision of emergency clothing for immediate needs, either by use of serviceable, donated garments or by giving affected families an order for new clothing.

3. LODGING:

Provision of emergency lodging for disaster victims by:

A. Providing mass lodging in public or private buildings;

B. Assisting them in securing unoccupied rooms, apartments, or houses; or

C. Referring them to homes where space has been offered.

B. SUPPLEMENTAL EMERGENCY MEDICAL AND NURSING CARE:

Provision of medical and nursing requirements to supplement existing community plans and resources, including the following services:

1. Transporting injured;

2. Recruiting physicians and nurses to supplement hospital staffs. If the emergency medical service of the Yolo County Civil Defense organization is activated, this function will be coordinated with the Chief of Emergency Medical Service to assure consistency with overall disaster operational demands.

3. Furnishing supplemental medical and hospital supplies when normal available supplies have been exhausted;

4. Providing blood and blood derivatives for the ill and injured as a result of disaster;

5. Assigning nurses to hospitals for bedside care of disaster victims; and

6. Supplementing public health requirements when sufficient additional resources are unavailable from state and federal sources.

C. FAMILY SERVICE:

Providing individualized services to families and individuals, including the following:

1. Information service, which includes the compilation of a list of the dead and injured for release to interested agencies after verification and authorization by appropriate government officials;

2. Receiving and answering welfare inquiries regarding persons in the disaster area; and

3. Emergency assistance to individuals and families not lodged in Mass Care facilities.

D. FAMILY REHABILITATION:

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This assistance (based upon individual application) is designed to assist families or individuals who lack sufficient resources to effect part or all of their own recovery. The program, based on need, not loss, includes the following types of assistance:

1. Food, clothing and maintenance;

2. Building and repair of homes;

3. Extended medical and nursing care;

4. Household furnishings; and

5. Occupational equipment and supplies.

VI. LOCAL GOVERNMENT RESPONSIBILITIES IN NATURAL DISASTER:

Government has inherent and statutory responsibilities in mitigating the effects of natural disaster.

A. Dissemination of danger warnings;

B. Ordered evacuation from endangered areas;

C. Light and heavy rescue operations;

D. Designation of dangerous areas;

E. Law enforcement;

F. Fire suppression;

G. Provision of safeguards to public health and sanitation;

H. Identification and disposition of the dead, including the operation of temporary morgues;

I. Institutional care for the sick, aged and orphaned;

J. Repair and restoration of public facilities and buildings;

K. Debris removal from public property;

L. Salvage of unclaimed property; and

M. Arrangements with federal agencies for assistance under federal disaster relief programs.

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VII. COORDINATION OF EMERGENCY WELFARE PROGRAMS:

There may be closely parallel responsibilities in the ANRC and the County of Yolo Emergency Welfare programs, which in certain types of natural disaster involve participation by both organizations.

A. The County's responsibilities and their coordination are assumed by the County Welfare Director, as Chief of Emergency Welfare Services. His basic responsibilities are:

1. To develop and maintain a complete emergency welfare disaster preparedness program for the county;

2. To assure, when a disaster occurs, that all required emergency welfare services are functioning; and

3. To provide the necessary leadership to assure coordination of the activities of all welfare agencies and organizations involved, toward the end of effecting maximum emergency welfare assistance and avoiding duplication of effort.

B. The operations envisaged by the above agencies in mitigating the effects of a natural disaster include, at each level of civil defense

and disaster organization, provisions and plans for the utilization of ANRC assistance and services. ANRC participation in natural disaster relief operations, regardless of the nature, scope and magnitude of the disaster, will in all cases be conducted in accordance with the ANRC statutory obligations cited in Paragraph III, A, 1 above.

VIII. COORDINATION OF MEDICAL AND HEALTH PROGRAMS:

A. PUBLIC HEALTH AND SANITATION:

1. Under conditions of local peril or emergency, the activities of local health officers are governed by local plans.

2. The ANRC program permits supplementation of governmental resources in public health activities which cannot be augmented effectively from other sources available to government. Public health authorities will provide health inspection and sanitation controls in Red Cross shelters. Necessary immunization will be provided in Red Cross shelters, as required by appropriate public health officials.

B. INDIVIDUAL PATIENT CARE:

1. The ANRC will provide supplemental medical and nursing care as stipulated in Paragraph V-B, and will staff its own dispensaries.

2. The county will coordinate, as necessary, the disaster operations of the affected community to effect efficient utilization of facilities, professional skills and medical and health supplies, Such coordination includes the determination of specific supplementary requirements, which will be furnished as information to the ANRC.

IX. OPERATIONAL PRINCIPLES IN NATURAL DISASTER ACTIVITIES:

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A. FINANCING:

A Red Cross principle is that its administrative and fiscal controls are inseparable. Therefore the Red Cross does not assume costs for commitments made by other agencies or organizations.

B. PERSONNEL:

1. In some instances, individuals represent both disaster councils and Red Cross disaster committees. Dual representation is inadvisable, because of conflicting administrative and fiscal responsibility.

2. Red Cross volunteers may subscribe to the state loyalty oath and register as disaster service workers, in which case they are eligible for Workmen's Compensation coverage in natural disaster and disaster training.

3. Persons bearing Red Cross identification should be admitted to disaster areas for the purpose of performing their emergency duties.

C. SUPPLY:

1. The Red Cross does not stockpile supplies for disaster preparedness. Its requirements are met by purchase, rental or loan. The Red Cross will assume fiscal responsibility for loss, damage or destruction of all equipment in its possession, unless otherwise agreed to by the vendor of loaned or rented property.

2. The Red Cross has an agreement with the U. S. Army for obtaining military assistance to supplement the Red Cross activities and is financially liable for the services and equipment used.

D. COMMUNICATIONS AND LIAISON:

1. The ANRC will provide liaison personnel at the Civil Defense and Disaster Operating headquarters of affected local governments, to the extent necessary to effectuate the terms of this agreement.

2. The ANRC will furnish or authorize the use of the communications necessary to effective liaison.

E. DISASTER DECLARATIONS:

The Red Cross considers a catastrophic situation, involving five (5) or more families, as a disaster. Therefore, Red Cross chapters will act in certain situations which constituted government may not consider sufficiently severe to proclaim the existence of a disaster. Chapters may, however, assist in disasters involving fewer than five (5) families if they can finance such assistance without funds from the national organization.

X. RED CROSS-CIVIL DEFENSE RELATIONSHIPS IN WAR DISASTER:

A. The only Red Cross legal responsibility in war is to represent the United States government in deliberations under the Geneva Convention and conduct certain functions related to the military establishment. The National Red Cross Corporation has no legal civil defense responsibilities. However, because of certain agreements with the office of civil defense (and its predecessor agencies), the Red Cross will assist to the extent of its ability in certain civil defense programs.

B. By decision of chapter boards of directors, Red Cross Chapter disaster committees in California may, if incorporated into the civil defense plans of political subdivisions, serve as a component of civil defense and will assist with mass care operations in providing for food, clothing and lodging. The civil defense organization is administratively and financially responsible for all actions.

C. Elements of the chapter not necessary for civil defense will maintain Red Cross identity and integrity to carry out necessary programs and other federal requirements.

XI. SUMMARY:

In summary of the foregoing, it is mutually agreed by the signators below, who are the authorized representatives of the Yolo County Chapter of the

American National Red Cross and the County of Yolo, that operational relationships in a disaster shall be:

NATURAL DISASTER:

1. The ARC will carry out their chartered responsibilities as enumerated herein.

2. The Yolo County Civil Defense and Disaster Relief organization will provide needed emergency services other than those provided by the ARC, and will provide coordinated support and augmentation of the ANRC services as required.

WAR CAUSED DISASTER:

1. The County of Yolo is responsible for the conduct of emergency relief operations within the county.

2. The Yolo County Chapter of the American National Red Cross has been incorporated into the Yolo County Civil Defense and Disaster Relief Plan as a component part of the civil defense organization. Elements of the chapter not required to fulfill the chapter's obligations to the federal government will assist with mass Care operations to the extent of their capability.

APPROVED: OCTOBER 23, 1967

Harry A. Ackley, Chairman
Yolo County Chapter
American National Red Cross

Stuart B. Waite, Chairman
Disaster Services
Yolo County Chapter
American National Red Cross

APPROVED: OCTOBER 23, 1967

J. Dudley Stephens, Chairman
Board of Supervisors
County of Yolo

William Ray Favrot, Director
Yolo County Disaster Office

Micro Filmed

OCT 23 1967
County Counsel
of Yolo County

FILED
NOV 1 5 1967
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 67-97

(Public Health Physician Agreement)

THIS AGREEMENT made and entered into this 30th day of October, 1967, at Woodland, California, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and FRED REYNOLDS, M. D., hereinafter called REYNOLDS,

W I T N E S S E T H:

1. IN CONSIDERATION OF THE COVENANTS OF COUNTY herein, REYNOLDS agrees to perform those duties of a public health physician as are directed to be performed by the County Health Officer during the period commencing November 1st, 1967, and terminating on June 30th, 1968.

2. IN CONSIDERATION OF THE COVENANTS OF REYNOLDS herein, COUNTY agrees as follows: Micro Fiched

   A. To pay REYNOLDS the sum of Four Thousand Two Hundred Dollars ($4,200.00) on the fifth working day of July, 1968.

   B. To pay REYNOLDS monthly upon presentation of a claim therefor, mileage at the rate of ten cents (10¢) per mile for the first 300 miles and eight cents (8¢) per mile for any additional miles.

   C. To provide malpractice insurance coverage to the extent that COUNTY provides such coverage for County Physicians.

3. IT IS MUTUALLY AGREED AS FOLLOWS: Micro Fiched

   A. In the performance of the work, duties and obligations devolving upon him under this agreement, REYNOLDS is at all times acting and performing as an independent contractor practicing his profession of medicine. COUNTY shall not have nor exercise any control or direction

over the methods by which REYNOLDS shall perform his work and functions except that REYNOLDS does by this agreement to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner and that the work and functions are those directed to be performed by the County Health Officer.

B. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Micro Filmed

COUNTY OF YOLO, a political subdivision of the State of California

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. KENIGAN, CLERK

BY PETE E. LUCAS
DEPUTY

(SEAL)

F. A. Reynolds M.D.
FRED REYNOLDS, M. D.

Woodland, California

, 1967

Vernon Jerome Mathwig as Executor for

the Estate of Walter E. Mathwig
Grantor

FILED
NOV - 6 1967
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 67-98

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 66-10 in the form of a Highway Easement Deed covering the following described property:

Parcel I

A portion of the South half of the Southwest Quarter of the Northeast Quarter of Section Thirty-one (31), Township Ten (10) North, Range Two (2) East, M.D.B.&M., Yolo County, State of California, more fully described as follows:

BEGINNING at the center of said Section 31; THENCE North 00°23'29" East along the North-South Quarter Section line 659.96 feet to the Southwest corner of Lot 17 of the "O. Frank Towse Lands" as shown on the Record of Survey, recorded in the Office of the Recorder of said County, in Book 4 of Maps and Surveys, at Page 78; thence South 89°29'01" East along the South line of said Lot 17 26.00 feet to a non-tangent curve concaved to the East; thence Southerly along said curve with a radius of 4970.00 feet thru a central angle of 00°57'31" an arc distance of 83.15 feet; thence South 00°34'02" East 155.41 feet to a tangent curve concaved to the West; thence along said curve with a radius of 5030.00 feet thru a central angle of 00°57'31" an arc distance of 84.16 feet; thence South 00°23'29" West 337.31 feet to a point on the East-West Quarter Section line; thence along said line North 89°20'35" West 30.00 feet to the point of beginning.

Containing 0.443 acres, more or less.

Micro Fiched

Parcel II

A portion of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 31, more fully described as follows:

BEGINNING at a point on the North-South Quarter Section line from which the center of said Section 31 bears North 00°09'30" East 19.00 feet; THENCE South 00°09'30" West along said Quarter Section

line 642.04 feet to the North line of said Subdivision No. 1041, said point is also the intersection of said North line and the centerline of Cottonwood Street; thence North 89°50'30" West along said North line 30.00 feet to the Northeast corner of Lot 37 of said Subdivision; thence North 00°09'30" East 642.29 feet; thence South 89°22'23" East 30.00 feet to the point of beginning.

Containing 0.442 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall construct a minimum 32 ft. wide paved roadway with necessary appurtenances between the North line of Greenfield Village Unit No. 3 and the south line of West Main Street. The County shall also pay all recording costs, revenue tax stamps and title insurance, if required by the County.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Micro Filmed

Vernon Jerome Mathwig

(Signature)

Vernon Jerome Mathwig as

Executor for the Estate of Walter

E. Mathwig

Grantor

Approved as to Form
Deputy
County Counsel of Yolo County

Recommended for Approval

By _____
Director of Public Works

COUNTY OF YOLO

Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Woodland California

, 1967

Vernon Jerome Mathwig and Helen Unis Mathwig, his wife

Grantors

FILED
NOV - 6 1967
LAURENCE P. HENIGAN, Clerk
By Deputy

AGREEMENT NO. 67-99

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 66-9 in the form of a Highway Easement Deed covering the following described property:

A portion of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section Thirty-one (31), Township Ten (10) North, Range Two (2) East, M.D.B.&M., Yolo County, State of California, more fully described as follows:

BEGINNING at the center of said Section 31; THENCE South 89° 20'35" East along the East-West Quarter Section line 30.00 feet; thence South 00°09'30" West 660.78 feet to the Northwest corner of Lot 38 of Subdivision No. 1041, recorded in Map Book 6, at page 46 in the Recorders Office of said County; thence North 89°50'30" West along the North line of said Subdivision 30.00 feet to the centerline of Cottonwood Street, said centerline is also the North-South Quarter Section line of said Section 31; thence North 00°09'30" East along said line 661.04 feet to the point of beginning.

Containing 0.455 acres, more or less.

Micro Fiched

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall construct a minimum 32 ft. wide paved roadway with necessary appurtenances between the North line of Greenfield Village Unit No. 3 and the South line of West Main Street.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Vernon Jerome Mathwig
(Vernon Jerome Mathwig)

Helen Unis Mathwig
(Helen Unis Mathwig)

Grantors

Recommended for Approval,

By _____
Director of Public Works

COUNTY OF YOLO

_____
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Micro Filed

Approved as to Form
Dated _____
_____
County Counsel of Yolo County

FILED
NOV - 6 1967
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

AGREEMENT NO. 67-100

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into this 1 day of November, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and West Plainfield Fire Protection District hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

Micro Fiched

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

Micro Fiched

DATED this 1 day of November, 1962.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

OWNER

_____

_____

-2- _____

_____

FILED
NOV - 6 1967
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 67-101

(AMENDMENT TO COMMUNITY-WIDE TRANSFER AGREEMENT BETWEEN HOSPITALS AND EXTENDED CARE FACILITIES)

The Woodland Memorial Hospital hereby agrees to adhere to and be bound by the provisions of County of Yolo Agreement No. 66-77 entitled, "COMMUNITY-WIDE TRANSFER AGREEMENT BETWEEN HOSPITALS AND EXTENDED CARE FACILITIES," dated October 10, 1966, and filed with the Clerk on October 21, 1966.

Date: October 12, 1967 Party: WOODLAND MEMORIAL HOSPITAL

BY [signature]
(Use seal if a Corporation)

Facility: WOODLAND MEMORIAL HOSPITAL

Date Accepted: Nov 6, 1967 Party: COUNTY OF YOLO

BY [signature]
CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA.

Facility: YOLO GENERAL HOSPITAL

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK

BY [signature], Deputy
(Seal)

APPROVED AS TO FORM:

DATE: October 1967

[signature]
County Counsel of Yolo County

Micro Fiched

FILED

NOV 13 1967

LAURENCE P. HENGEN, Clerk

By [illegible] D-U

Woodland California

November 7, 1967

Frank Martin, Jr.

Ramona Martin

Grantor

AGREEMENT NO. 67-102

RIGHT OF WAY CONTRACT - COUNTY HIGHWAY

Document No. 67-39 in the form of a Grant Deed, covering the following described property:

A parcel of land located in the West one-half (1/2) of Section Seven (7) T. 8 N., R. 1 E., M.D.B.&M., Yolo County, California, more fully described as follows:

COMMENCING at the S outheast corner of the 86.617 acre parcel of land set forth on the Map of Survey for F. Carmelo Ramos filed in the Office of the Recorder of Yolo County, California, in Book 8 of Maps and Surveys at Page 10; thence South 66°50'00" West 27.57 feet along the South line of said parcel; thence North 01°46'00" East 27.57 feet to the intersection of the Westerly line of County Road 92E with the Northerly line of County Road No. 32, THE TRUE POINT OF BEGINNING; THENCE South 66°50'00" West 777.08 feet along said Northerly line; thence North 01°46'00" West 5.51 feet; thence North 66°50'00" West 455.69 feet along a line 5.00 feet distant therefrom and parallel with said Northerly line to a tangent curve; thence along said curve concave to the Northwest with a radius of 1560.00 feet, a central angle of 12°32'22", an arc length of 341.41 feet to the Westerly line of said County Road No. 92E, a non-tangent line; thence South 01°46'00" West 46.55 feet along said Westerly line, to the true point of beginning.

Containing 0.178 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

Micro Fiched

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said

document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $356.00 for the property as conveyed by Grant Deed No. 67-39 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements except those of record, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 57746 with Western Title Company of Woodland.

B. Pay prorata share of general and special County taxes for the fiscal year 1966-67 for the part taken, if unpaid.

C. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

Micro Fiched

D. During construction of this project (known as County Road 93-A Work Order No. 4036) and prior to completion, the County will construct a paved driveway apron with necessary roadside culvert (15" Min. I.D.) at left of Engineers Station 141+80. Driveway shall have a top width of 20 feet.

It is mutually understood and agreed that upon completion of the driveway and culvert above mentioned, they shall be considered as encroachments under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of

the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

III. Upon completion of this Project (known as County Road 93A-Work Order No. 4036) and opening of the same to public travel, there will be presented to the Board of Supervisors the customary form of resolution and favorable recommendation of the Department of Public Works covering abandonment of the portion of County Road 92E superceded by the new construction and described as follows:

> "That Portion of County Road 92E lying between the north line of the hereinabove described project and the south line of County Road 31".

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Frank Martin Jr.

Ramona Martin

Grantor

Recommended for Approval,

By _____
Director of Public Works

COUNTY OF YOLO

_____
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated .....

_____
County Counsel of Yolo County

Micro Fiched

NOV 20 1967
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 67-103

THIS AGREEMENT dated this 20th day of November, 1967, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called COUNTY, and the REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation, hereinafter called UNIVERSITY,

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, UNIVERSITY as an independent contractor shall provide by an appointed person who possesses the qualifications for the position of Program Chief as set forth in Title 9, § 620 of the California Administrative Code the services of a Program Chief for COUNTY'S Community Mental Health Services to the extent necessary to meet the needs of that program for the term of this agreement. The appointment by UNIVERSITY of a person to provide such services shall be subject to approval by the Board of Supervisors of COUNTY.

2. In consideration of the covenants of UNIVERSITY herein, COUNTY agrees to pay to UNIVERSITY compensation at the rate of $125.00 per month and at a pro-rata share thereof for portions of months, such compensation to be paid within five (5) working days after the conclusion of each month of service.

3. The term of this Agreement shall be one year commencing November 15, 1967 and ending November 14, 1968, unless otherwise terminated by either party upon sixty (60) days written notice.

COUNTY OF YOLO, a political subdivision

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a public corporation

BY _____

Approved as to form
Date NOV 2 1967
_____
County Counsel
of Yolo County

Micro Filmed

FILED
DEC - 4 1967
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

(19)

Woodland, California Agreement No. 67-104

November 20, 19 67

Clarence D. Bloom and Marion A. Bloom, his wife; Charolotte Johnson, who acquired Title as Charlotte M. Bloom, also known as Charolotte M. Bloom, and Nels Johnson, her husband

Grantors

RIGHT OF WAY CONTRACT - COUNTY HIGHWAY

Document No. 67-40 in the form of a Highway Easement Deed, covering the following described property:

A strip of land being a portion of the North half of Block 35-A, Guinda Colony, recorded in Book 1 of Maps at page 47 and a portion of land 100.00 feet wide which is a portion of the land conveyed by Capay Valley Land Company to Northern Railway Company, by deed dated November 30, 1888 and recorded December 3, 1888, in Book 44 of Deeds, at page 150 in the Office of the Recorder of Yolo County, more fully described as follows:

COMMENCING at the Northeast corner of said Block 35-A, said point being on the centerline of County Road 57; thence along the East line of said Block South 32°12'00" East 25.00 feet to a point on the Southerly right of way line of said County Road, THE TRUE POINT OF BEGINNING; THENCE continuing along the same line South 32°12'00" East 20.00 feet; thence along a line parallel to and 20.00 feet Southerly of said right of way South 57°48'00" West 1128 feet; thence South 09°48'00" West 41 feet, more or less to the West line of said 100 foot railroad right of way; thence Northwesterly along said West line 49 feet, more or less to the Westerly extension of the Southerly right of way line of said County Road 57; thence along said South line North 57°48'00" East 1166 feet, more or less to the true point of beginning.

Containing 0.53 acres, more or less.

Micro Fiched

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation of claims on this account, or on account of the location, grade, or construction of the proposed public improvement.

2. The County shall:

A. Pay the undersigned grantor the sum of One Thousand Three Hundred and Twenty-One Dollars and Fifty Cents ($1,321.50) for the property as conveyed by Highway Easement Deed No. 67-40 within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumberances, assessments, easements (except those of record), and leases, recorded and unrecorded.

B. Pay prorata share of general and special County Taxes for the Fiscal Year 1967-68 for the part taken, if unpaid.

C. Pay all escrow and recording fees incurred in this transaction including documentary stamp tax, if required, and if title insurance is desired by the County, the premium charged therefor. This transaction will be handled through Escrow No. 57851 with Western Title Company of Woodland.

Micro Fiched

D. During construction of this project (known as County Road 57-Work Order #5037) and prior to completion, the County will provide a gravel driveway access with the necessary roadside drainage culvert at the following location and width:

Approximate Station	Location	Width (Top)
8+40	Right	10'

It is mutually understood and agreed that upon completion of the driveway above mentioned, it shall be considered as an encroachment under permit upon the County Road and is to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Clarence H. Bloom

Marian A. Bloom

Charlotte Johnson

Niels Johnson

Grantors

Recommended for Approval,

By _____
Director of Public Works

Approved as to Form,

_____
County Counsel

COUNTY OF YOLO

_____
Chairman of the Board of Supervisors
County of Yolo, State of California

Micro Fiched

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

FILED
DEC - 4 1967
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 67-105

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of November, 19 67, by and between

Granite Construction Company

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Paving Cottonwood Street from temporary Interstate 5 (Main Street) to 0.6 miles South

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

Micro Filmed

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Cottonwood Street Paving

(Plan Index No.----------) (WO # 4014)

Approved October 11, 1967 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

Micro Fiched

ARTICLE III - The said County hereby fixes the time for [illegible] of this Contract [illegible] completion to be within ten (10) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

Micro Fiched

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

_____
(County Counsel

ATTEST:
Laurence P. Henigan, Clerk

By _____ Deputy

COUNTY OF YOLO

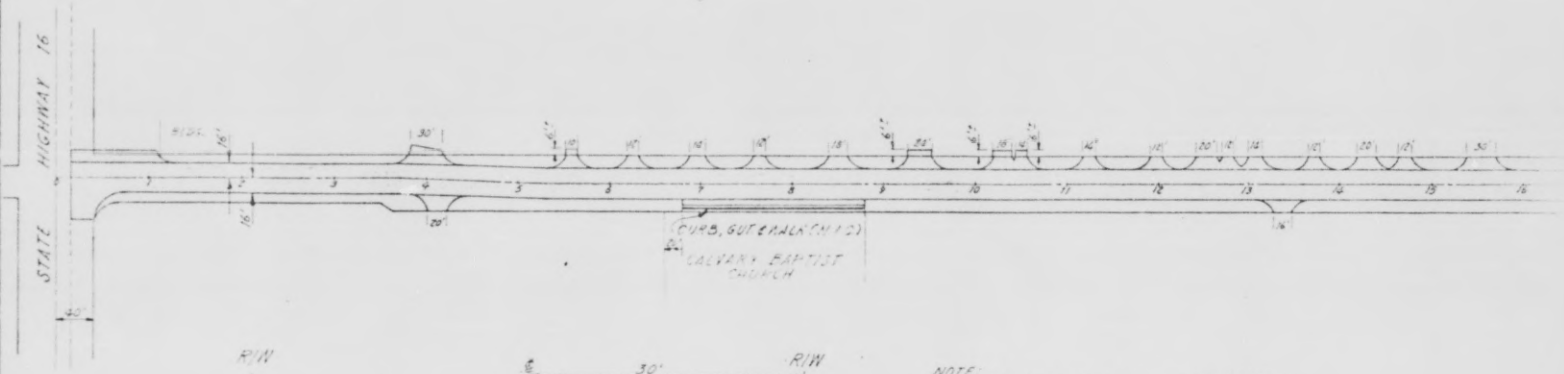
By _____
Chairman of the Board of Supervisors

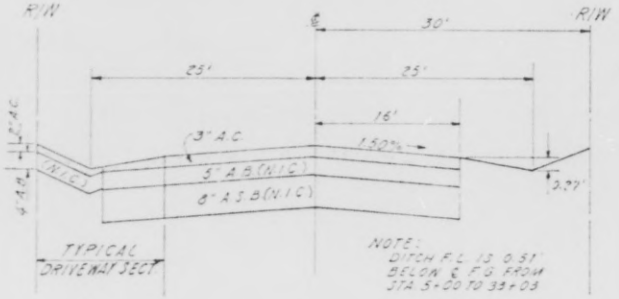
GRANITE CONSTRUCTION COMPANY

By _____

H. B. Scott, President
Contractor

Micro Fiched





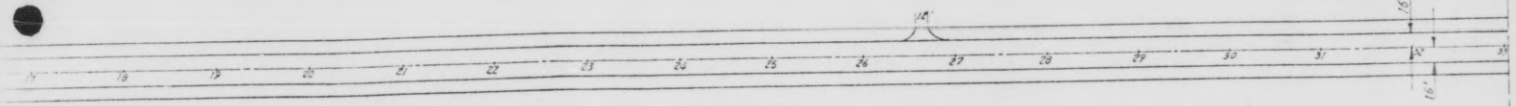
TYPICAL SECTION

NOTE:
DRIVEWAY WIDTHS WILL BE ADJUSTED IN FIELD TO MEET EXISTING CONDITIONS

3306 x 32 = 105600
25 | 115 x 110
6 cu. yds.
111 | 666
9
12420
3
37260
25
1490 = 15 tons

Micro Fiched

Attach to Agr. 67-1-5



SCALE: 1" = 100'

NO.	REVISIONS DESCRIPTION	DATE	APP'D

YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
203 LINCOLN AVENUE
WOODLAND, CALIFORNIA

DIRECTOR OF PUBLIC WORKS

R.E. NO. 9-26

APPROVED Oct 11 19 67

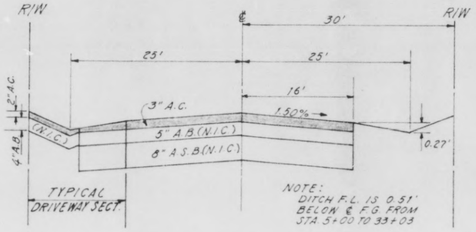
COTTONWOOD STREET PAVING

DRAWING NO.

W.O. NO. 4019
F.B. NO.
DESIGN BY
DRAWN BY
CHECKED BY
WORK ACCEPTED
SHEET
OF

attach to agenda 67-1

SCALE: 1" = 100'



TYPICAL SECTION

NOTE:
DRIVEWAY WIDTHS WILL BE ADJUSTED IN FIELD TO MEET EXISTING CONDITIONS.

3306+32 = 105600
2511+16 = 80300
825+16 / 9 = 12400
372.8 / 25 = 15.1m

NO.	REVISIONS DESCRIPTION	DATE	APP'D

YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
203 LINCOLN AVENUE
WOODLAND, CALIFORNIA

DIRECTOR OF PUBLIC WORKS — R.E. NO. 984

APPROVED Oct 11 19 67

COTTONWOOD STREET PAVING

DRAWING NO.

W.O. NO. 4014
F.B. NO.
DESIGN BY
DRAWN BY
CHECKED BY
WORK ACCEPTED
SHEET
OF

Micro Filmed

APPROVED AS TO FORM BY GENERAL COUNSEL
AUGUST 18, 1966

RAF - 4/12/67 - V - 21312/323-2

C.S.7362

YOLO COUNTY
AGREEMENT NO. 67-106

RECORDED DOCUMENT

STREET OR HIGHWAY EASEMENT

(Endorsed) Filed FEB 1967
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS, Deputy

This Indenture, made this day of , 19 , by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California, herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the real property described on the attached Exhibit "A."

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and XXXX

STATE OF CALIFORNIA,
County of YOLO } ss.

On this 1st day of December in the year one thousand nine hundred and sixty-seven
before me, Audrey J. Lunt, a Notary Public in and for the
County of Yolo, State of California, residing therein,
duly commissioned and sworn, personally appeared J. Dudley Stephens
and Laurence P. Henigan

known to me to be the persons whose names subscribed to the within instrument
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Yolo the day and year in this
certificate first above written.

Audrey J. Lunt

Notary Public in and for the County of Yolo
State of California.

My Commission Expires 10-17-69

Mich Fisher

AUDREY J. LUNT
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY

INSERT

13. Railroad shall furnish all necessary labor, materials, tools and equipment to remove and shall remove the existing pavement within the crossing area, and prepare its tracks including the installation of timber planking along the rails of the tracks through the crossing area.

Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install two (2) flashing light grade crossing signals, equipped with automatic gate arms, together with necessary actuating and operating circuits, hereinafter collectively termed "signals". Such installation shall include the removal of two (2) existing crossing signs.

After installation of said signals has been completed, Railroad shall maintain same so long as they remain in place. Cost of maintaining said signals shall be borne and paid for by the parties hereto in accordance with Sections 1202.2 and 1231.1 of the California Public Utilities Code. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said sections shall be governed by any applicable decisions of the California Public Utilities Commission.

14. The work to be performed hereunder is undertaken as a part of a Federal Aid project and Railroad under separate arrangement with the State of California, Highway Department, is to be reimbursed for all expenses incurred by Railroad in connection therewith; except, however, that Railroad shall contribute Ten Per Cent (10%) of the cost of signal installation and removal of existing signs, as specified in Section 13 hereof. The reimbursement to Railroad by the State of California for expense incurred by Railroad hereunder shall be subject to the provisions of the United States, Department of Commerce, Bureau of Public Roads, Policy and Procedure Memorandum No. 30-3, and any supplements thereto.

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Micro Fiched

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EXHIBIT "A"

PROPERTY DESCRIPTION

Easement To County Of Yolo, East Of Zamora
Crossing AE 97.8

A piece or parcel of land situate, lying and being in the southwest quarterof Section 6, and the northwest quarter of Section 7, Township 11 North, Range 1 East, Mount Diablo Base and Meridian, in the County of Yolo, State of California and more particularly described as follows:

Beginning at the point of intersection of the northerly line of Section 7 with the southwesterly line of land (100 feet wide) of the Southern Pacific Company, distant South 88°38'24" West 901.95 feet from the north quarter corner of said Section 7, being also distant 50 feet southwesterly, measured at right angles, from the original located centerline of said Company's main track (Davis to Dunsmuir) at Engineer Station 646+99.45; thence North 39°37'49" West, along said southwesterly line, 50.64 feet to a point; thence South 75°51'13" East, a distance of 42.99 feet to a point; thence North 88°38'24" East, a distance of 95.02 feet to a point in the northeasterly line of said Company's land; thence South 39°37'49" East, along said northeasterly line, 76.42 feet to a point; thence South 88°38'24" West, a distance of 92.36 feet to a point; thence South 18°16'05" West, a distance of 32.46 feet to a point in said southwesterly line of land; thence North 39°37'49" West, along said southwesterly line, 79.36 feet to the point of beginning, containing an area of 0.192 of an acre, more or less.

########## Micro Fiched

FILED
DEC 12 1967
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 67-107

IMPROVEMENT AGREEMENT

Final Map No. 1083

(West Sacramento Port Center, Inc.)

THIS AGREEMENT is made and entered into this 30th day of October, 1967, by and between West Sacramento Port Center, Inc., "Subdivider", and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area described in Final Map No. 1083 (the "Property") and has presented plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Subdivider will develop and construct public improvements in the Property in accordance with said plans and specifications heretofore submitted to the County, prepared in conformance with Yolo County Improvement Standards and Specifications, which have been approved by the Department of Public Works (the "Improvements") and complete the same within twelve (12) months after the date hereof in a good and workmanlike manner, and upon completion relinquish said Improvements to the agency of jurisdiction as agreed upon herein.

Micro Filmed

2. That Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County should unforeseen conditions occur which may require such modifications.

3. That Subdivider has paid to the County the sum of $3,337.00 to cover the cost of inspection of the Improvements herein provided as such inspection is required by the County and subject to refund in accordance with Ordinance No. 534.

4. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of the Property.

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5. That Subdivider will furnish County evidence acceptable to County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of Improvements required herein in the sum of $100,000 in respect to personal injuries and/or death of any one person, $300,000 in respect to personal injuries or death for any one occurrence and $50,000 in respect to property damage in any one occurrence.

6. That Subdivider shall notify the Director of Public Works of the commencement of the work of Improvements.

7. That the completion of the Improvements shall be deemed to be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said Improvements. Neither passage of said Resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said Improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said Improvements shall not be final until the written notice of final acceptance of all the Improvements shall have been delivered to the Subdivider.

8. That the Subdivider agrees to remedy any defects in the Improvements arising from faulty or defective construction of said Improvements occurring within twelve (12) months after acceptance thereof.

9. If the construction of the Improvements should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

10. That should the Subdivider fail to construct said Improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

11. The Subdivider shall obtain and file with the County a good and sufficient Improvement Security in favor of the County of Yolo and in a form approved by the County subsection (d) of 11535 of the Business and Professions Code and meeting the requirements for Improvement Security which would apply if a Subdivision Map were filed pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amounts of each of the said Improvement Securities shall be not less than fifty percent (50%) of the estimated cost of Improvements (other than sanitary sewers for which adequate Improvement Security has been provided to the West Sacramento Sanitary District) including incidentals.

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12. Where required pursuant to the provisions of Section 11592 of the Business and Professions Code the Subdivider shall furnish the County a bond or cash deposit, at County's option, guaranteeing payment of the cost of setting monuments of survey.

13. It is mutually understood and agreed that when the Improvements are accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500), whichever is greater, of the Improvement Security shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 8 of this agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

16. That Subdivider shall pay all street lighting costs, including operation and maintenance for the period of time preceding the commencement of the first fiscal year during which a special district or County Service Area is empowered to levy taxes for such operation and maintenance. County agrees to use its best efforts to form such a special district or County Service Area within a reasonable time, or to annex the subject property to an existing special district or County Service Area.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

Original signed by
By J.Dudley Stephens. (Seal)
Chairman, Board of Supervisors,
COUNTY OF YOLO, STATE OF CALIFORNIA

WEST SACRAMENTO PORT CENTER, INC.

By /s/ R.S.OLPIN
President (Seal)

Approved as to form
Dated Dec 12,1967
Charles R. Mack
County Counsel of Yolo County.

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STORE, BUILDING, LOFT LEASE FORM
of the Building Owners and Managers Association of San Francisco

YOLO COUNTY
AGREEMENT NO. 67-108

Parties 1. THIS LEASE, made this 18th day of December, 1967, between G. W. WILLIAMS CO., a California corporation, Lessor, and COUNTY OF YOLO, a political subdivision, Lessee;

Premises 2. WITNESSETH: That Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, those certain premises situate in the City and County of San Francisco, State of California, and described as follows: Broderick, County of Yolo, State of California, and described as follows:

That portion of Elkhorn Village Shopping Center known as No. 904 Sacramento Avenue, consisting of approximately 1790 square feet of space in a building located adjacent to the westerly wall of the space presently occupied by the U. S. Postoffice, Broderick Station, as set forth in Exhibit "A" attached hereto, which Exhibit "A" is incorporated by reference as if set forth at length herein, hereinafter called "Premises"

Agreement No. 67-108

and in addition LESSEE has the right to the non-exclusive use of all common areas including corridors, entrance halls, restrooms, sidewalks, driveways, and parking areas constituting a portion of the Elkhorn Village Shopping Center.

~~hereinafter called "premises"~~

~~The words "premises" as used throughout this lease is hereby expressly defined, subject to the provisions of paragraph 17 hereof, to include all driveways and sidewalks on or adjacent to the premises described above, including driveways and sidewalks maintained, and also the areas, if any, directly underneath such sidewalks and driveways. The word "installations" includes, without limiting the generality of the word, elevators, elevator doors, stairways and sidewalk lights.~~

Use 3. The premises are to be used for county library purposes,

and for no other business or purpose, without the written consent of Lessor.

Covenants 4. It is mutually agreed that the letting hereunder is upon and subject to the following terms, covenants and conditions and Lessee covenants, as a material part of the consideration for this lease, to keep and perform each and all of said terms, covenants and conditions by him to be kept or performed, and that this lease is made upon the condition of such performance.

Term 5. The term of this lease shall be for the period of five (5) years

commencing 10 days following substantial completion of improvements or upon Lessee's opening to serve the public whichever shall occur first.

~~month during the term of this lease, free from all claims, demands or set-offs against Lessor of any kind or character whatsoever~~ as follows: Three Hundred Forty Dollars ($340.00) per month for each and every month of the term hereof.

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FILED
DEC 19 1967
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

~~Lessee acknowledges receipt from Lessor of the sum of Dollars ($) on account of rent for the period from the date of the beginning of the term hereof to the last day of the month next following, and agrees that if this lease shall commence on a day other than the first day of a month, a prorated portion of said rent shall be paid for the fractional month next following the commencement of the term hereof. Lessee agrees that in lieu of the right to withhold any portion of rent as provided by law, Lessee will not withhold any portion of said rent on account of any alleged breach or default by Lessor of any of its covenants hereunder, but will institute a separate action against Lessor for any such breach or default. Lessee agrees that in lieu of the right to withhold any portion of rent as provided by law, Lessee will not withhold any portion of said rent on account of any alleged breach or default by Lessor of any of its covenants hereunder, but will institute a separate action against Lessor for any such breach or default. Lessee agrees that in lieu of the right to withhold any portion of rent as provided by law, Lessee will not withhold any portion of said rent on account of any alleged breach or default by Lessor of any of its covenants hereunder, but will institute a separate action against Lessor for any such breach or default.~~

Notice of Surrender 7. Lessee shall, at least thirty (30) days before the last day of the term hereof, give to Lessor a written notice of intention to surrender the premises on that date, but nothing contained herein shall be construed as an extension of the term hereof or as consent of Lessor to any holding over by Lessee.

Holding Over 8. If Lessee holds possession of the premises after the term of this lease, Lessee shall, at the option of Lessor, to be exercised by Lessor's giving written notice to Lessee and not otherwise, become a tenant from month to month upon the terms and conditions herein specified, so far as applicable, at a monthly rental of Three Hundred Forty Dollars ($ 340.00), payable in advance, in lawful money, and shall continue to be such tenant until thirty days after Lessee shall have given to Lessor or Lessor shall have given to Lessee a written notice of intention to terminate such monthly tenancy. Unless Lessor shall exercise the option hereby given him, Lessee shall be a tenant at sufferance only, whether or not Lessor shall accept any rent from Lessee while Lessee is in holding over.

Delivery of Possession

9. In the event of the inability of Lessor to deliver possession of the premises at the time of the commencement of the term of this lease, neither Lessor nor his agents shall be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Lessee shall not be liable for any rent until such time as Lessor can deliver possession.

Uses Prohibited

10. The premises shall not be used except for the purposes specified in paragraph 3 hereof. Lessee shall, at all times during the term hereof, actively use the premises for those purposes, and shall not at any time leave the premises vacant without the written consent of Lessor. Lessee shall not do or permit anything to be done in or about the premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance upon the building wherein the premises are situated or any of its contents, or which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted or promulgated by any public authority, or create a nuisance, or in any way obstruct or interfere with the rights of other tenants of the building, or injure or annoy them, or allow any sale by auction upon the premises, or commit or suffer to be committed any waste upon the premises, or use, or allow the premises to be used, for any improper, immoral, unlawful or objectionable purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or obstruct the sidewalk or passage ways or stairways in front of, within, or adjacent to the premises, or do or permit to be done anything in any way tending to disturb the occupants of neighboring property or tending to injure the reputation or appearance of the building.

Assignment and Subletting

11. Lessee will not assign, mortgage or hypothecate this lease, or any interest therein, or permit the use of the premises by any person or persons other than Lessee, or sublet the premises, or any part thereof, without the written consent of Lessor.

Repairs

~~12. Lessee has examined and inspected and knows the condition of the premises and every part thereof and has received the same in good order and repair and accepts the same in their present condition. Lessee at Lessee's own cost and expense, shall maintain the premises, and every part thereof, in as good order and repair as when received, or as the same may thereafter be put by virtue of Acts of God excepted, and in good and safe condition, and shall make all repairs therein and thereto, and repair all appliances therein, including plumbing and heating and climate control, whether the benefit of the provisions for reduction of rent in Section 1932 and for Sections 1941 and 1942 of the Civil Code of California and the right to make repairs at the expense of Lessor as provided for Section 1942 of that Code.~~

~~Lessee shall have all passenger or freight elevators now or hereafter constructed in the premises and all elevators in the premises operated by Lessee in connection with the premises, which for the purposes of this paragraph shall be deemed to include all elevators operated by any concessionaire of Lessee, properly inspected and maintained in good running order and in perfect repair and condition and keep same at all times in the sole discretion of the person duly appointed to operate by the Industrial Accident Commission of the State of California and by any other public authority from which license or permit is or may be required at the cost and expense of Lessee.~~

~~Lessee agrees to replace immediately, at Lessee's cost and expense, all plate glass and windows and skylights broken or destroyed by reason of or due to the occupation and use of the premises by Lessee or any of Lessee's agents or employees.~~

~~In the event that any alterations, additions, repairs or acts of any kind shall be required to be done in connection with the premises or any part thereof, whether the provisions of any law, ordinance or rule now in force or hereafter enacted by the municipal, state or national authority, the same shall be made at the cost and expense of Lessee.~~

~~All repairs, alterations and improvements that may be required shall be done only with the written consent of Lessor, first obtained, to be done for the account of Lessee, and unless otherwise provided by written agreement, all additions to the improvements and alterations of the premises, except movable furniture and trade fixtures, shall become part of the realty and belong to the property of Lessor and shall remain upon and be surrendered with the premises. Lessee agrees that he shall not make any repairs, alterations or improvements, the cost of which will exceed the sum of two days' rent of the premises, without first obtaining the written consent of Lessor required by this paragraph. In order that Lessor may post appropriate notices to avoid any liability for liens, Lessee shall at all times permit such notices to be posted and to remain posted until the completion and acceptance of such work.~~

Destruction of Premises

13. If, by fire, flood, explosion, earthquake, public enemy, riot, civil commotion, or act of God, the premises during the term, shall be:

(1) Destroyed, this lease shall cease and terminate;

(2) Damaged in excess of forty (40) per cent, this lease, at the option of Lessor, to be exercised by notice to Lessee in writing, shall cease and terminate;

(In the event of either such termination this lease shall be of no further force or effect, except for rents due or covenants broken, and Lessee, within ten (10) days from such destruction or termination, shall surrender the premises and remove therefrom.)

(3) Damaged to an extent less than forty (40) per cent (or in excess of forty (40) per cent and Lessor shall not exercise his option to terminate this lease), Lessor shall repair the premises with due diligence, and this lease shall continue in full force and effect, subject only to a reduction in rental from the date of such damage and until the repairs have been completed. The reduction in rental shall be based on the proportion which the floor area damaged (excluding damage caused by water used in extinguishing fire) bears to the total floor area of the premises.

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The term "destroyed" as used herein shall be construed to mean the destruction of the safe, tenantable use or occupancy of the entire building in which the premises are located or of that portion thereof hereby leased. The term "damaged in excess of forty (40) per cent" shall be construed to mean such damage to such building, or to that portion hereby leased (excluding damage caused solely by water used in extinguishing fire) as will require an expenditure in excess of forty (40) per cent of the market value (prior to the damage) of the building, or that portion thereof hereby leased, in order to make repairs.

In the event that any dispute shall arise between the parties as to whether the premises have been either destroyed or damaged in excess of forty (40) per cent or as to the proportion of the floor area damaged within the meaning of the foregoing paragraph, such dispute shall be decided by two arbitrators, to be appointed one by Lessor and one by Lessee. If such arbitrators cannot agree within ten (10) days, they shall appoint a third arbitrator. The decision of any two of such arbitrators or if no two can agree then of the third arbitrator alone, shall be final. If either party fail to appoint his arbitrator within five (5) days after notice requiring him to do so, the arbitrator appointed by the other party shall be deemed to be appointed by and shall act for both parties and his decision shall be final. All appointments, decisions, and notices required hereby shall be in writing. Each party shall pay the expenses of the arbitrator appointed by him, and all other expenses of the arbitration shall be borne by both parties equally.

The provisions of Subdivision 2 of Section 1932 of the California Civil Code, and of Subdivision 4 of Section 1933 of that Code, shall not apply to this lease, and Lessee waives the benefit of such provisions.

Entry and Inspection

14. Lessee will permit Lessor and its agents to enter into and upon the premises at all reasonable times for the purpose of inspecting the same, or for the purpose of protecting owners' reversions, or to make alterations or additions to the premises or to any other portion of the building in which the premises are situated, without any rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the premises, or damage, injury or inconvenience thereby occasioned, and will permit Lessor at any time within thirty (30) days prior to the expiration of this lease to place upon the premises any usual or ordinary "To Let" or "To Lease" signs, and to bring upon the premises, for purposes of inspection or display, prospective tenants or purchasers thereof.

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Hold Harmless

15. Lessor shall not be liable to Lessee or to any other person whatsoever for any injury or damage that may result to any person or property by or from any cause whatsoever, and without limiting the generality of the foregoing, whether caused by water leakage of any character from the roof, walls, basement or other portion of the premises, or caused by gas, fire, oil, electricity or any cause whatsoever, in, on or about the premises or any part thereof or in, on or about any facilities (including without prejudice to the generality of the term "facilities" elevators, stairways, passageways or hallways) the use of which Lessee may have in conjunction with other tenants of the building in which the premises are situated.

Lessee agrees to hold Lessor harmless from and defend Lessor against any and all claims or liability for any injury or damage to any person or property whatsoever:

(1) Occurring in, on or about the premises or any part thereof.

(2) Occurring in, on or about any "facilities" mentioned in the foregoing paragraph, when such injury or damage shall be caused in part or in whole by the act, negligence or fault of, or omission of any duty with respect to the same by, Lessee.

Utilities

~~The charges made by the pumping of the same become due and payable, as above set forth, all water, gas, electricity, heat, or other services furnished to or used by Lessee or about the premises, in addition to the rents herein reserved.~~

Sub-Sidewalk Area

17. The area, if any, directly under sidewalks or driveways included in the premises shall be subject to all prior rights and easements of the city and county wherein situated, and any tax or rental which may hereafter be imposed by the city and county for the use or occupation of such area shall be borne and paid by Lessee, in addition to the rental herein reserved. In the event that Lessee shall be ousted by such city and county from any of the portions of the premises described in this paragraph, such ouster shall not constitute a breach of this lease nor be held to be an eviction by Lessor, but this lease shall continue in full force and effect.

Signs

18. Lessor reserves the exclusive right to the roof, and to all exterior walls or parts of the premises, and access thereto, and the same are not covered by this lease, and Lessee agrees that no signs, advertisements or notices whatsoever shall be inscribed, painted, affixed or displayed on, to or in any part of the outside or inside, or on the roof of the premises, without the written consent of Lessor. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Lessee then Lessor may have same so removed at Lessee's expense.

Notices

19. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and registered and addressed to Lessor at its office and to Lessee at the premises, whether or not Lessee has departed from, abandoned or vacated the premises.

Default and Reentry

20. If any default shall be made by Lessee in the payment, punctually when due, of any rent or other moneys due hereunder, or in the performance of any of the other terms, covenants or conditions herein contained, or if Lessee's interest herein, or any part thereof, be assigned or transferred, either voluntarily or by operation of law, whether by judgment, execution, death or any other means, or if Lessee, or if Lessee be a partnership then if Lessee or any member of the partnership, shall file any petition or institute any proceeding under the bankruptcy act, either as such act now exists or under any amendment thereof which may hereafter be enacted, or under any other act or acts, state or federal, dealing with or relating to the subject or subjects of bankruptcy or insolvency, or under any such amendment of any such act or acts, either as a bankrupt, or as an insolvent, or as a debtor, or in any similar capacity, wherein or whereby Lessee or any member of such partnership asks or seeks or prays to be adjudicated a bankrupt, or to be discharged from any or all of his debts or obligations, or for or to offer to his creditors or to effect a composition or extension of time to pay his debts, or for a reorganization or to effect a plan of reorganization, or for a readjustment of Lessee's debts, or to effect a plan of readjustment of Lessee's debts, or for a stay of judicial or other official proceedings against Lessee in any court, or for an order that Lessee's property or any of it shall remain in Lessee pending any such stay or proceedings, or for any other similar relief, or if any such petition or any such proceeding of the same or similar kind or character be filed or be instituted or taken against Lessee, or if Lessee be a partnership against Lessee or any member of the partnership, or if any receiver of the business or of the property or assets of the Lessee shall be appointed by any court except a receiver appointed at the instance or request of Lessor, or if the Lessee shall make a general or any assignment for the benefit of his creditors, or if the Lessee shall abandon or vacate the premises or if the Lessee shall otherwise, in any manner whatever, become unable to pay the rent herein specified or to perform any of the terms, covenants or conditions herein by him to be kept or performed, then in any of such events Lessor shall have the option, without notice to Lessee or demand for performance, either:

(1) to collect, by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Lessee required to be kept or performed; or

(2) to re-enter the premises, remove all persons therefrom, take possession of the premises and of all equipment, fixtures and personal property thereon or therein, and either:

(a) with or without terminating or forfeiting this lease and in either event without in any way affecting any rights or remedies of Lessor or any duties or obligations of Lessee hereunder, re-let the premises as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable, either with or without any equipment or fixtures that may be situated thereon or therein, in which event the rents received on any such re-letting shall be applied first to the expenses of re-letting and collecting, including necessary renovation and alteration of the premises and a reasonable attorney's fee and any real estate commission actually paid, and thereafter toward payment of all sums due or to become due to Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such rent and other charges, Lessee shall pay to Lessor monthly any deficiency and Lessor may sue therefor as each monthly deficiency shall arise; such monthly deficiencies shall be paid punctually when due, as herein provided, notwithstanding the fact that Lessor may have received rental in excess of the monthly rental herein stipulated in previous months, and notwithstanding the fact that Lessor may thereafter receive monthly rental in excess of the monthly payments herein specified during subsequent months; or

(b) terminate this lease, in which event Lessee agrees immediately to surrender possession of the premises and to pay to Lessor as the amount which shall be presumed to be the amount of damage sustained by Lessor by reason of Lessee's breach of this lease, (Lessee agreeing that it would be impracticable or extremely difficult to fix the actual damage) a sum of money equal to the amount, if any, by which the then cash value of the rent reserved hereunder for the balance of the term of this lease exceeds the then cash reasonable rental value of the premises for the balance of the term at the time of such termination, the claim for which sum shall be immediately enforceable by Lessor against Lessee by suit, and shall be provable in any proceedings for the liquidation or reorganization of Lessee; and in computing such sum of money, the then present cash value of future rent and of future reasonable rental value shall be such sums as, when invested at 4% simple interest, will produce the future rent or reasonable rental value, as the case may be, over the period of time in question.

The foregoing remedies of Lessor shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided for.

Removal of Property

Lessee hereby irrevocably appoints Lessor as agent and attorney in fact of Lessee, to enter upon the premises, in the event of default by Lessee in the payment of any rent herein reserved, or in the performance of any term, covenant or condition herein contained to be kept or performed by Lessee, and to sell or remove any and all furniture and personal property whatsoever situated upon the premises, and to place such property in storage for the account of and at the expense of Lessee. In the event that Lessee shall not pay the cost of storing such property and any default by Lessee in the payment of any rent herein reserved, or in the performance of any term, covenant or condition herein contained to be kept and performed by Lessee, within ninety (90) days after such re-entry, Lessor may sell any or all of such property, at public or private sale, in such manner and at such times and places as Lessor in his sole discretion may deem proper, without notice to Lessee or any demand upon Lessee for the payment of any part of such charges or the removal of any of such property, and shall apply the proceeds of such sale first to the cost and expenses of such sale, including reasonable attorney's fees actually incurred; second, to the payment of the costs of or charges for removing and storing any such property; third, to the payment of any other sums of money which may then or thereafter be due to the Lessor from Lessee under any of the terms hereof; and, fourth, the balance, if any, to Lessee.

Waiver of Damages

Costs of Suit

Non-Waiver of Breach

Surrender of Premises

as herein agreed they have been received, reasonable use and wear thereof and damage by the act of God or by the elements excepted, and upon the surrender of the premises, either at the expiration of the term or otherwise, Lessee agrees to remove all rubbish from the premises, and if not so removed by Lessee, Lessor may have the same removed at Lessee's expense.

Terms Defined

23. The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Lessor or Lessee the obligations hereunder imposed upon Lessor or Lessee shall be joint and several. The marginal headings or titles to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part thereof.

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Heirs

24. Subject to the provisions hereof relating to assignment and subletting, this lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any or all of the parties hereto.

Time

25. Time is of the essence of this lease.

26. A rider is attached to this least which contains additional covenants and agreements made by the parties hereto and which is incorporated herein by reference as though said rider were specifically written into this agreement. Said rider is identified by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

LESSOR.

G. W. WILLIAMS CO., a California corporation

BY: [signature]

LESSEE.

COUNTY OF YOLO

BY: [signature]
CHAIRMAN OF BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK
BY [signature] DEPUTY
(SEAL)

LEASE

TO

Commences

Expires

Premises

BUILDING OWNERS AND MANAGERS ASSOCIATION
OF SAN FRANCISCO

Store, Building, Loft Form

10-66 5M

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FILED
DEC 19 1967
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

R I D E R

THIS RIDER is attached to and made a part of a Lease dated December 18th, 1967, by and between G. W. WILLIAMS CO., a California corporation, and the COUNTY OF YOLO.

1. Preparation for Occupancy. LESSOR shall at LESSOR'S sole cost and expense commence immediately and diligently prosecute to completion the construction of the premises and adjacent exterior walls, entrance, corridor and restrooms, all as shown on the plans dated October 24, 1967, prepared by Crippen. Schaefer . Associates, A.I.A., and marked "Exhibit A" and Outline Specifications dated October 30, 1967, marked "Exhibit B", which Exhibits "A" and "B" are incorporated by reference as if set forth at length herein.

2. Repairs. The opening by LESSEE of its library in the premises shall constitute an acknowledgment by LESSEE that the premises are then in the condition called for by this lease and that LESSOR has performed all its work in preparation for occupancy with respect to the premises.

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LESSEE will at its sole cost and expense keep, maintain and repair in good and sanitary order, condition and repair, reasonable use and wear thereof and damage by Act of God excepted, said premises and every part thereof including glazing and the interior of the premises except the roof, sidewalls, heating, air conditioning and common areas which LESSOR agrees to so keep, maintain and repair.

3. Utilities. LESSOR shall cause to be provided and pay all charges for water, sewer, and on a joint basis with other tenants adequate trash containers and trash removal service at the rear of the building; LESSEE shall pay all charges for electricity, gas, telephone and other utility services used

on the premises during the leased term.

4. Taxes. For the purpose of this paragraph only, the word "premises" shall be used to describe the entire building as shown on Exhibit "A", and 26,928 square feet of adjacent parking area, fronting on Sacramento Avenue, Yolo County, in which area the library shall be located. The 1968-69 fiscal year shall be known as the Base Tax Year. LESSEE agrees that in the event real property taxes assessed against the premises in any tax year subsequent to the Base Tax Year shall exceed the taxes for said Base Tax Year, LESSEE upon presentation to LESSEE of receipted tax bills or certified duplicates will reimburse to LESSOR 33.76% of such excess. For any fraction of the tax year at the beginning or end of this lease or any extension thereof, LESSEE'S obligation hereunder shall be prorated on the basis of the number of months this lease has been in effect during such fraction of such tax year.

LESSEE agrees to pay all property taxes on furniture, fixtures personal property, and leasehold improvements, installed or located in the premises by or at the direction of LESSEE.

If the premises are not assessed separately, the real property taxes assessed against premises shall be deemed to be that proportion of the real property taxes assessed against the Assessor's parcel containing the premises that the appraised value of the premises bears to the appraised value of the entire real property which comprises the Assessor's Parcel. Appraised value shall be the latest appraisal made for assessment purposes by the Assessor of the County of Yolo.

5. Option.

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A. Renewal Option. LESSOR hereby grants LESSEE a renewal option to renew this lease for an additional term of five (5) years from and after the expiration of the original term upon the same terms and conditions as set forth in

this instrument.

B. Exercise. The option granted herein must be exercised by LESSEE by delivery to LESSOR of written notice of exercise of option not less than ninety (90) days prior to the expiration of the original term.

6. If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that LESSEE shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after the condemnation bears to the value of the entire premises at the date of condemnation. If all the demised premises be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this lease shall thereupon terminate. If a part or all of the demised premises be taken or condemned, all compensation awarded upon such condemnation or taking shall go to LESSOR, and LESSEE shall have no claim thereto, whether such compensation is for land taken or damaged, or improvements taken or damaged, or for any inherent bonus or other value of the lease itself or any interest in real property said lease creates, provided, however, LESSEE shall be entitled to receive compensation for the taking or damage to its improvements and trade fixtures. LESSEE hereby irrevocably assigns and transfers to LESSOR any right to compensation or damages to which LESSEE may become entitled during the term hereof by reason of the condemnation of all or a part of the demised premises except as heretofore expressly provided.

IN WITNESS WHEREOF, the parties hereto have executed this

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G. W. WILLIAMS CO., a California corporation
LESSOR

BY _____

COUNTY OF YOLO,
LESSEE

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

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EXHIBIT B

10-30-67

OUTLINE SPECIFICATIONS
YOLO COUNTY FREE LIBRARY
ELKHORN PLAZA SHOPPING CENTER

1. FLOORS

a. Floor construction shall be 4" concrete slab over a 4" rock base.

b. Floor covering shall be 3/32" x 12" x 12" vinyl asbestos floor tile. Color and pattern to be selected by the Architect and approved by the Lessee.

c. Corridor floor covering to be 3/32" x 12" x 12" vinyl asbestos.

d. Floor material at public entry to be 4" x 12" Kraftile floor brick, or equal.

e. Floor material at toilets to be "Torginal" or equal.

2. WALL CONSTRUCTION

a. Front wall will be textured plywood with glass above, to match adjacent store fronts.

b. Interior partitions shall be wood frame construction sheet rock finish, and sound-proofed where necessary.

c. Existing concrete block wall to remain exposed block. Wall surface to be cleaned and painted.

3. CEILING CONSTRUCTION

a. All ceiling areas shall be 24" x 48" acoustic tile panels suspended on a metal grid system. The ceiling system shall be white of materials and construction to meet code requirements.

b. Ceiling height to be 9' - 6".

c. Ceilings in corridor & toilets shall be sheet rock at 8' - 0".

4. GLASS AND GLAZING

a. All glass to be set into wood frames and mullions, to match existing store fronts.

b. Glass shall be 3/16" crystal Greylite 62; or equal.

5. DOORS

a. Front door shall be narrow style aluminum frame with glass as noted above. Door hardware standard to door manufacturer with Schlage "C" series pin tumbler cylinder mastered keyed to county keying.

b. Rear exit door to be solid core wood (exit only).

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G. W. Williams Co.
By: George W. Williams Jr.

EXHIBIT - B.

c. Interior doors: Hollow core wood.

d. Hardware: exterior and corridor doors to have locksets, interior doors to have latchsets.

6. PAINTING & DECORATING

a. Sheet rock wall will receive one coat PVA primer sealer and one coat latex paint. (4' - 0" high epoxy paint wainscot at corridor).

b. All exposed wood work to receive three coats enamel paint finish.

c. Exposed concrete block wall to be cleaned and finished with block filler and two coats latex paint.

d. All paint shall be Dutch-Boy, Fuller, Devoe or equal.

e. Paint colors to be selected by the Architect and approved by the Lessee. All colors to be coordinated with furniturer and equipment provided by the Lessee.

7. HEATING AND AIR CONDITIONING

a. Heating and cooling shall be provided through roof mounted self contained combination heating and air conditioning units, Lennox GCS-1 series or equal.

b. Unit sizes shall be as required and shown on drawing provided by Park Sheet Metal Co.

8. PLUMBING

a. Public toilets to be provided as shown on the drawings.

b. Sewer, and hot and cold water stub outs shall be provided for sink in store room. (Sink and counter by Lessee)

c. Separate gas service and meters will be provided.

d. Library and store room shall be provided with a fire sprinkler system by extending the existing sprinkler heads thru the new ceiling.

9. ELECTRICAL

a. Lighting level of 75 foot candles will be provided at table height level.

b. Lighting fixtures shall be 8' - 0" Florescent tube fixtures with Acrylic lense and thermo by - pass ballast.

c. Electric outlets shall consist of 3 floor outlets, 12 wall outlets, and one clock outlet in locations as shown on the drawings.

d. Exterior lighting and sign outlet on time clock control will be provided at the front canopy.

e. Separate electric service and meters will be provided.

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C. W. Williams Co.
BY: [signature] Williams 2

STORE, BUILDING, LOFT LEASE FORM
of the Building Owners and Managers Association of San Francisco

/YOLO COUNTY
/ AGREEMENT No.67-109

Parties

1. THIS LEASE, made this 18th day of December, 19 67,
between G. W. WILLIAMS CO., a California corporation, Lessor,
and COUNTY OF YOLO, Lessee;

Premises

2. WITNESSETH: That Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, those certain premises situate in the City and County of San Francisco, State of California, and described as follows:
Broderick, County of Yolo, State of California, and described as follows:

That portion of Elkhorn Village Shopping Center known as No. 908 Sacramento Avenue, consisting of approximately 2920 square feet of space in a building located adjacent to the westerly wall of the space presently occupied by the U. S. Postoffice, Broderick Station, as set forth in Exhibit "A" attached hereto, which Exhibit "A" is incorporated by reference as if set forth at length herein, hereinafter called "Premises"

Agreement No. 67-109

and in addition LESSEE has the right to the non-exclusive use of all common areas including corridors, entrance halls, restrooms, sidewalks, driveways, and parking areas constituting a portion of the Elkhorn Village Shopping Center.

~~hereinafter called "premises."~~

~~The word "premises" as used throughout this lease is hereby expressly defined subject to the provisions of paragraph 18 hereof, to include sidewalks and driveways in front of or adjacent to the premises described above, including pavement and sidewalk installations, and also the area, if any, directly underneath such sidewalks and driveways. The word "installations" includes, without limiting the generality of the word, elevators, elevator doors, stairways and sidewalk lights.~~

Use

3. The premises are to be used as a Justice Court

and for no other business or purpose, without the written consent of Lessor.

Covenants

4. It is mutually agreed that the letting hereunder is upon and subject to the following terms, covenants and conditions and Lessee covenants, as a material part of the consideration for this lease, to keep and perform each and all of said terms, covenants and conditions by him to be kept or performed, and that this lease is made upon the condition of such performance.

Term

5. The term of this lease shall be for four (4) years

commencing 10 days following substantial completion of improvements or upon Lessee's opening to serve the public whichever shall occur first.

~~month during the term of this lease, free from all claims, demands or set-offs against Lessor of any kind or character whatsoever,~~ as follows: Four Hundred Ninety Six Dollars ($496.00) per month for each and every month of the term hereof.

FILED
DEC 19 1967
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

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~~Lessor acknowledges receipt from Lessee on the execution hereof the sum of _____ Dollars to be applied on account of Lessee's obligation to pay rent for the _____ month of the term hereof, but Lessee agrees that such payment shall not be construed as a waiver of any of Lessee's rights under this lease. If Lessee shall default in the performance of the terms, covenants and conditions of this lease on the part to be performed during the _____ month of the term hereof, and shall not remedy such default within _____ days after written notice thereof from Lessor, and if by reason of such default Lessor shall elect to terminate this lease, and if Lessee shall fail to pay to Lessor on demand the amount of the rent reserved for the remainder of the term, after deducting the reasonable rental value of the premises for such period, anything herein contained to the contrary notwithstanding~~

Notice of Surrender

7. Lessee shall, at least thirty (30) days before the last day of the term hereof, give to Lessor a written notice of intention to surrender the premises on that date, but nothing contained herein shall be construed as an extension of the term hereof or as consent of Lessor to any holding over by Lessee.

Holding Over

8. If Lessee holds possession of the premises after the term of this lease, Lessee shall, at the option of Lessor, to be exercised by Lessor's giving written notice to Lessee and not otherwise, become a tenant from month to month upon the terms and conditions herein specified, so far as applicable, at a monthly rental of Four Hundred Ninety Six Dollars ($ 496.00), payable in advance, in lawful money, and shall continue to be such tenant until thirty days after Lessee shall have given to Lessor or Lessor shall have given to Lessee a written notice of intention to terminate such monthly tenancy. Unless Lessor shall exercise the option hereby given him, Lessee shall be a tenant at sufferance only, whether or not Lessor shall accept any rent from Lessee while Lessee is so holding over.

Delivery of Possession

9. In the event of the inability of Lessor to deliver possession of the premises at the time of the commencement of the term of this lease, neither Lessor nor his agents shall be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Lessee shall not be liable for any rent until such time as Lessor can deliver possession.

Uses Prohibited

10. The premises shall not be used except for the purposes specified in paragraph 3 hereof. Lessee shall, at all times during the term hereof, actively use the premises for those purposes, and shall not at any time leave the premises vacant without the written consent of Lessor. Lessee shall not do or permit anything to be done in or about the premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance upon the building wherein the premises are situated or any of its contents, or which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted or promulgated by any public authority, or create a nuisance, or in any way obstruct or interfere with the rights of other tenants of the building, or injure or annoy them, or allow any sale by auction upon the premises, or commit or suffer to be committed any waste upon the premises, or use, or allow the premises to be used, for any improper, immoral, unlawful or objectionable purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or obstruct the sidewalk or passage ways of stairways in front of, within, or adjacent to the premises, or do or permit to be done anything in any way tending to disturb the occupants of neighboring property or tending to injure the reputation or appearance of the building.

Assignment and Subletting

11. Lessee will not assign, mortgage or hypothecate this lease, or any interest therein, or permit the use of the premises by any person or persons other than Lessee, or sublet the premises, or any part thereof, without the written consent of Lessor.

Repairs

12. Lessee has examined and inspected and knows the condition of the premises and every part thereof and has received the same in good order and repair and accepts the same in their present condition. Lessee, at Lessee's own cost and expense, shall maintain the premises, and every part thereof, in as good order and repair as when received, reasonable use and wear thereof and damage by Act of God excepted, and in good and safe condition, and shall make all repairs thereto and maintain and repair all equipment therein, including plumbing and heating installations. Lessee waives the benefits of the provisions of subsection 1 of Section 1932 and of Sections 1941 and 1942 of the Civil Code of California and all right to make repairs at the expense of Lessor as provided in Section 1942 of that Code.

Lessee shall have all passenger or freight elevators now on or hereafter constructed upon the premises, and all elevators, including sidewalk elevators, actually used by lessee in connection with the premises, whether on the premises or not, regularly inspected, and shall keep the same in good running order and in perfect repair and condition and keep same covered during the term hereof by permit and license to operate by the Industrial Accident Commission of the State of California, and by any other public authority from which a license or permit is or may be required, at the cost and expense of Lessee.

Lessee agrees to replace immediately, at Lessee's cost and expense, all plate glass and windows and skylights broken or destroyed by accident or act of third parties or Lessee's agents or employees.

In the event that any alterations, additions, repairs or acts of any kind shall be required to be done in connection with the premises or any part thereof, under the provisions of any law, ordinance or rule now in force or hereafter enacted by municipal, state or national authority, the same shall be made at the cost and expense of Lessee.

All repairs, alterations and improvements that may be required shall be done only with the written consent of Lessor first obtained by Lessee but at the cost of Lessee, and unless otherwise provided by written agreement, all additions to, improvements and alterations of, the premises, except movable furniture and trade fixtures, shall become a part of the realty and be the property of Lessor, and shall remain upon and be surrendered with the premises. Lessee agrees that if he shall make any repairs, alterations or improvements, he will not take such action until two days after receipt by him of the written consent of Lessor required by this paragraph, in order that Lessor may post appropriate notices to avoid any liability for liens. Lessee will at all times permit such notices to be posted and to remain posted until the completion and acceptance of such work.

Destruction of Premises

13. If, by fire, flood, explosion, earthquake, public enemy, riot, civil commotion, or act of God, the premises during the term, shall be:

(1) Destroyed, this lease shall cease and terminate;

(2) Damaged in excess of forty (40) per cent, this lease, at the option of Lessor, to be exercised by notice to Lessee in writing, shall cease and terminate;

(In the event of either such termination this lease shall be of no further force or effect, except for rents due or covenants broken, and Lessee, within ten (10) days from such destruction or termination, shall surrender the premises and remove therefrom.)

(3) Damaged to an extent less than forty (40) per cent (or in excess of forty (40) per cent and Lessor shall not exercise his option to terminate this lease), Lessor shall repair the premises with due diligence, and this lease shall continue in full force and effect, subject only to a reduction in rental from the date of such damage and until the repairs have been completed. The reduction in rental shall be based on the proportion which the floor area damaged (excluding damage caused by water used in extinguishing fire) bears to the total floor area of the premises.

The term "destroyed" as used herein shall be construed to mean the destruction of the safe, tenantable use or occupancy of the entire building in which the premises are located or of that portion thereof hereby leased. The term "damaged in excess of forty (40) per cent" shall be construed to mean such damage to such building, or to that portion hereby leased (excluding damage caused solely by water used in extinguishing fire) as will require an expenditure in excess of forty (40) per cent of the market value (prior to the damage) of the building, or that portion thereof hereby leased, in order to make repairs.

In the event that any dispute shall arise between the parties as to whether the premises have been either destroyed or damaged in excess of forty (40) per cent or as to the proportion of the floor area damaged within the meaning of the foregoing paragraph, such dispute shall be decided by two arbitrators, to be appointed one by Lessor and one by Lessee. If such arbitrators cannot agree within ten (10) days, they shall appoint a third arbitrator. The decision of any two of such arbitrators or if no two can agree then of the third arbitrator alone, shall be final. If either party fail to appoint his arbitrator within five (5) days after notice requiring him to do so, the arbitrator appointed by the other party shall be deemed to be appointed by and shall act for both parties and his decision shall be final. All appointments, decisions, and notices required hereby shall be in writing. Each party shall pay the expenses of the arbitrator appointed by him, and all other expenses of the arbitration shall be borne by both parties equally.

The provisions of Subdivision 2 of Section 1932 of the California Civil Code, and of Subdivision 4 of Section 1933 of that Code, shall not apply to this lease, and Lessee waives the benefit of such provisions.

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Entry and Inspection

14. Lessee will permit Lessor and its agents to enter into and upon the premises at all reasonable times for the purpose of inspecting the same, or for the purpose of protecting owners' reversions, or to make alterations or additions to the premises or to any other portion of the building in which the premises are situated, without any rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the premises, or damage, injury or inconvenience thereby occasioned, and will permit Lessor at any time within thirty (30) days prior to the expiration of this lease to place upon the premises any usual or ordinary "To Let" or "To Lease" signs, and to bring upon the premises, for purposes of inspection or display, prospective tenants or purchasers thereof.

Hold Harmless

15. Lessor shall not be liable to Lessee or to any other person whatsoever for any injury or damage that may result to any person or property by or from any cause whatsoever, and without limiting the generality of the foregoing, whether caused by water leakage of any character from the roof, walls, basement or other portion of the premises, or caused by gas, fire, oil, electricity or any cause whatsoever, in, on or about the premises or any part thereof or in, on or about any facilities (including without prejudice to the generality of the term "facilities" elevators, stairways, passageways or hallways) the use of which Lessee may have in conjunction with other tenants of the building in which the premises are situated.

Lessee agrees to hold Lessor harmless from and defend Lessor against any and all claims or liability for any injury or damage to any person or property whatsoever:

(1) Occurring in, on or about the premises or any part thereof.

(2) Occurring in, on or about any "facilities" mentioned in the foregoing paragraph, when such injury or damage shall be caused in part or in whole by the act, negligence or fault of, or omission of any duty with respect to the same by, Lessee.

Utilities

16. Lessee agrees to pay promptly, as the same become due and payable, all bills for all water, gas, electricity, heat and other services furnished to or used by Lessee on or about the premises, in addition to the rents herein reserved.

Lessee's interest in this lease shall be subject to all prior rights

heat and other services furnished to or used by Lessee on or about the premises, in addition to the rents herein reserved.

Sub-Sidewalk Area

17. The area, if any, directly under sidewalks or driveways included in the premises shall be subject to all prior rights and easements of the city and county wherein situated, and any tax or rental which may hereafter be imposed by the city and county for the use or occupation of such area shall be borne and paid by Lessee, in addition to the rental herein reserved. In the event that Lessee shall be ousted by such city and county from any of the portions of the premises described in this paragraph, such ouster shall not constitute a breach of this lease nor be held to be an eviction by Lessor, but this lease shall continue in full force and effect.

Signs

18. Lessor reserves the exclusive right to the roof, and to all exterior walls or parts of the premises, and access thereto, and the same are not covered by this lease, and Lessee agrees that no signs, advertisements or notices whatsoever shall be inscribed, painted, affixed or displayed on, to or in any part of the outside or inside, or on the roof of the premises, without the written consent of Lessor. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Lessee then Lessor may have same so removed at Lessee's expense.

Notices

19. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid and registered and addressed to Lessor at its office and to Lessee at the premises, whether or not Lessee has departed from, abandoned or vacated the premises.

Default and Reentry

20. If any default shall be made by Lessee in the payment, punctually when due, of any rent or other moneys due hereunder, or in the performance of any of the other terms, covenants or conditions herein contained, or if Lessee's interest herein, or any part thereof, be assigned or transferred, either voluntarily or by operation of law, whether by judgment, execution, death or any other means, or if Lessee, or if Lessee be a partnership then if Lessee or any member of the partnership, shall file any petition or institute any proceeding under the bankruptcy act, either as such act now exists or under any amendment thereof which may hereafter be enacted, or under any other act or acts, state or federal, dealing with or relating to the subject or subjects of bankruptcy or insolvency, or under any such amendment of any such act or acts, either as a bankrupt, or as an insolvent, or as a debtor, or in any similar capacity, wherein or whereby Lessee or any member of such partnership asks or seeks or prays to be adjudicated a bankrupt, or to be discharged from any or all of his debts or obligations, or for or to offer to his creditors or to effect a composition or extension of time to pay his debts, or for a reorganization or to effect a plan of reorganization, or for a readjustment of Lessee's debts, or to effect a plan of readjustment of Lessee's debts, or for a stay of judicial or other official proceedings against Lessee in any court, or for an order that Lessee's property or any of it shall remain in Lessee pending any such stay or proceedings, or for any other similar relief, or if any such petition or any such proceeding of the same or similar kind or character be filed or be instituted or taken against Lessee, or if Lessee be a partnership against Lessee or any member of the partnership, or if any receiver of the business or of the property or assets of the Lessee shall be appointed by any court except a receiver appointed at the instance or request of Lessor, or if the Lessee shall make a general or any assignment for the benefit of his creditors, or if the Lessee shall abandon or vacate the premises or if the Lessee shall otherwise, in any manner whatever, become unable to pay the rent herein specified or to perform any of the terms, covenants or conditions herein by him to be kept or performed, then in any of such events Lessor shall have the option, without notice to Lessee or demand for performance, either:

(1) to collect, by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Lessee required to be kept or performed; or

(2) to re-enter the premises, remove all persons therefrom, take possession of the premises and of all equipment, fixtures and personal property thereon or therein, and either:

(a) with or without terminating or forfeiting this lease and in either event without in any way affecting any rights or remedies of Lessor or any duties or obligations of Lessee hereunder, re-let the premises as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable, either with or without any equipment or fixtures that may be situated thereon or therein, in which event the rents received on any such re-letting shall be applied first to the expenses of re-letting and collecting, including necessary renovation and alteration of the premises and a reasonable attorney's fee and any real estate commission actually paid, and thereafter toward payment of all sums due or to become due to Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such rent and other charges, Lessee shall pay to Lessor monthly any deficiency and Lessor may sue therefor as each monthly deficiency shall arise; such monthly deficiencies shall be paid punctually when due, as herein provided, notwithstanding the fact that Lessor may have received rental in excess of the monthly rental herein stipulated in previous months, and notwithstanding the fact that Lessor may thereafter receive monthly rental in excess of the monthly payments herein specified during subsequent months; or

(b) terminate this lease, in which event Lessee agrees immediately to surrender possession of the premises and to pay to Lessor as the amount which shall be presumed to be the amount of damage sustained by Lessor by reason of Lessee's breach of this lease, (Lessee agreeing that it would be impracticable or extremely difficult to fix the actual damage) a sum of money equal to the amount, if any, by which the then cash value of the rent reserved hereunder for the balance of the term of this lease exceeds the then cash reasonable rental value of the premises for the balance of the term at the time of such termination, the claim for which sum shall be immediately enforceable by Lessor against Lessee by suit, and shall be provable in any proceedings for the liquidation or reorganization of Lessee; and in computing such sum of money, the then present cash value of future rent and of future reasonable rental value shall be such sums as, when invested at 4% simple interest, will produce the future rent or reasonable rental value, as the case may be, over the period of time in question.

The foregoing remedies of Lessor shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided for.

Removal of Property

Lessee hereby irrevocably appoints Lessor as agent and attorney in fact of Lessee, to enter upon the premises, in the event of default by Lessee in the payment of any rent herein reserved, or in the performance of any term, covenant or condition herein contained to be kept or performed by Lessee, and to sell or remove any and all furniture and personal property whatsoever situated upon the premises, and to place such property in storage for the account of and at the expense of Lessee. In the event that Lessee shall not pay the cost of storing such property and any default by Lessee in the payment of any rent herein reserved, or in the performance of any term, covenant or condition herein contained to be kept and performed by Lessee, within ninety (90) days after such re-entry, Lessor may sell any or all of such property, at public or private sale, in such manner and at such times and places as Lessor in his sole discretion may deem proper, without notice to Lessee or any demand upon Lessee for the payment of any part of such charges or the removal of any of such property, and shall apply the proceeds of such sale first to the cost and expenses of such sale, including reasonable attorney's fees actually incurred; second, to the payment of the costs of or charges for removing and storing any such property; third, to the payment of any other sums of money which may then or thereafter be due to the Lessor from Lessee under any of the terms hereof; and, fourth, the balance, if any, to Lessee.

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Waiver of Damages

Costs of Suit

Non-Waiver of Breach

Surrender of Premises

elements excepted, and upon the surrender of the premises, either at the expiration of the term or otherwise, Lessee agrees to remove all rubbish from the premises, and if not so removed by Lessee, Lessor may have the same removed at Lessee's expense.

Terms Defined

23. The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Lessor or Lessee the obligations hereunder imposed upon Lessor or Lessee shall be joint and several. The marginal headings or titles to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part thereof.

Heirs 24. Subject to the provisions hereof relating to assignment and subletting, this lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any or all of the parties hereto.

Time 25. Time is of the essence of this lease.

26. A rider is attached to this lease which contains additional covenants and agreements made by the parties hereto and which is incorporated herein by reference as though said rider were specifically written into this agreement. Said rider is identified by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

LESSOR.

G. W. WILLIAMS CO., a California corporation

BY: [signature]

LESSEE.

THE COUNTY OF YOLO

BY: [signature]
CHAIRMAN OF BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY [signature] DEPUTY

(SEAL)

LEASE

TO

Connecters

Expires

Premises

BUILDING OWNERS AND MANAGERS ASSOCIATION
OF SAN FRANCISCO

Store, Building, Loft Form

10-66 5M

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FILED
DEC 19 1967
LAURENCE P. HERIGAN, Clerk
By ... Deputy

RIDER

THIS RIDER is attached to and made a part of a Lease dated December 18th, 1967, by and between G. W. WILLIAMS CO., a California corporation, and the COUNTY OF YOLO.

1. Preparation for Occupancy. LESSOR shall at LESSOR'S sole cost and expense commence immediately and diligently prosecute to completion the construction of the premises and adjacent exterior walls, entrance, corridor and restrooms, all as shown on the plans dated October 24, 1967, prepared by Crippen · Schaefer · Associates, A.I.A., and marked "Exhibit A" and Outline Specifications dated October 30, 1967, marked "Exhibit B", which Exhibits "A" and "B" are incorporated by reference as if set forth at length herein.

2. Repairs. The opening by LESSEE of its justice court in the premises shall constitute an acknowledgment by LESSEE that the premises are then in the condition called for by this lease and that LESSOR has performed all its work in preparation for occupancy with respect to the premises.

LESSEE will at its sole cost and expense keep, maintain and repair in good and sanitary order, condition and repair, reasonable use and wear thereof and damage by Act of God excepted, said premises and every part thereof including glazing and the interior of the premises except the roof, sidewalls, heating, air conditioning and common areas which LESSOR agrees to so keep, maintain and repair.

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3. Utilities. LESSOR shall cause to be provided and pay all charges for water, sewer, and on a joint basis with other tenants adequate trash containers and trash removal service at the rear of the building; LESSEE shall pay all charges for electricity, gas, telephone and other utility services used

on the premises during the leased term.

4. Taxes. For the purpose of this paragraph only, the word "premises" shall be used to describe the entire building as shown on Exhibit "A", and 26,928 square feet of adjacent parking area, fronting on Sacramento Avenue, Yolo County, in which area the justice court shall be located. The 1968-69 fiscal year shall be known as the Base Tax Year. LESSEE agrees that in the event real property taxes assessed against the premises in any tax year subsequent to the Base Tax Year shall exceed the taxes for said Base Tax Year, LESSEE upon presentation to LESSEE of receipted tax bills or certified duplicates will reimburse to LESSOR 55.07% of such excess. For any fraction of the tax year at the beginning or end of this lease or any extension thereof, LESSEE'S obligation hereunder shall be prorated on the basis of the number of months this lease has been in effect during such fraction of such tax year.

LESSEE agrees to pay all property taxes on furniture, fixtures personal property, and leasehold improvements, installed or located in the premises by or at the direction of LESSEE.

If the premises are not assessed separately, the real property taxes assessed against premises shall be deemed to be that proportion of the real property taxes assessed against the Assessor's parcel containing the premises that the appraised value of the premises bears to the appraised value of the entire real property which comprises the Assessor's Parcel. Appraised value shall be the latest appraisal made for assessment purposes by the Assessor of the County of Yolo.

5. Option.

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A. Renewal Option. LESSOR hereby grants LESSEE a renewal option to renew this lease for an additional term of four (4) years from and after the expiration of the original term upon the same terms and conditions as set forth in

this instrument.

B. Exercise. The option granted herein must be exercised by LESSEE by delivery to LESSOR of written notice of exercise of option not less than ninety (90) days prior to the expiration of the original term.

6. If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that LESSEE shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after the condemnation bears to the value of the entire premises at the date of condemnation. If all the demised premises be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this lease shall thereupon terminate. If a part or all of the demised premises be taken or condemned, all compensation awarded upon such condemnation or taking shall go to LESSOR, and LESSEE shall have no claim thereto, whether such compensation is for land taken or damaged, or improvements taken or damaged, or for any inherent bonus or other value of the lease itself or any interest in real property said lease creates, provided, however, LESSEE shall be entitled to receive compensation for the taking or damage to its improvements and trade fixtures. LESSEE hereby irrevocably assigns and transfers to LESSOR any right to compensation or damages to which LESSEE may become entitled during the term hereof by reason of the condemnation of all or a part of the demised premises except as heretofore expressly provided.

IN WITNESS WHEREOF, the parties hereto have executed this RIDER

G. W. WILLIAMS CO., a California corporation
LESSOR

BY _____

COUNTY OF YOLO,
LESSEE

BY _____
CHAIRMAN OF BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY
(SEAL)

Micro Fiched

EXHIBIT B

10-30-67

OUTLINE SPECIFICATIONS
YOLO COUNTY JUSTICE COURT
ELKHORN PLAZA SHOPPING CENTER

1. FLOORS

a. Floor construction shall be 4" concrete slab over a 4" rock base.

b. Floor covering shall be 3/32" x 12" x 12" vinyl asbestos floor tile. Color and pattern to be selected by the Architect and approved by the lessee.

c. Floor material at public entry to be 4" x 12" Kraftile floor brick, or equal.

d. Corridor floor covering to be 3/32" x 12" x 12" vinyl asbestos.

2. WALL CONSTRUCTION

a. Front wall will be textured plywood with glass above, match adjacent store front.

b. Interior partitions shall be wood frame construction sheet rock finish.

c. South wall courts to have furring strips with sheet rock finish.

d. Sound insulated partitions to be provided where shown on the drawings.

3. CEILING CONSTRUCTION

a. All ceiling areas shall be 24" x 48" acoustic tile panels suspended on a metal grid system. The ceiling system shall be white of materials and construction to meet code requirements.

b. Ceiling height to be 9' - 6", approximately.

c. Ceiling in corridor shall be sheet rock at 8' - 0".

4. GLASS AND GLAZING

a. All front glass to be set into wood frames and mullions, to match existing store fronts.

b. Glass shall be 3/16" crystall Greylite 62, or equal.

c. High windows at rear of court room to be metal frame operable windows with 3/16" crystal glass.

5. DOORS

a. Front door to waiting room shall be narrow style aluminum frame with glass as noted above. Door hardware standard to door manufacturer with Schlage "C" series pin tumbler cylinder mastered keyed to county keying.

b. Corridor doors shall be solid core wood, (lock from corridor side only.)

c. Interior doors: Hollow core wood.

Micro Etched

G W WILLIAMS Co

BY: [signature]

EXHIBIT-B

d. Front and rear corridor to exterior shall be narrow style aluminum with glass as noted above.

e. Hardware: exterior and corridor doors to have locksets, interior doors to have latchsets. (4' - 0" High epoxy paint wainscot at corridor)

6. PAINTING & DECORATING

a. Sheet rock wall will receive one coat PVA primer sealer and one coat latex paint.

b. All exposed wood work to receive three coats enamel paint finish.

c. Court room wall behind bench to have prefinish Masonite paneling with wood pattern.

d. All paint shall be Dutch-Boy, Fuller, Devoe or equal.

e. Paint colors to be selected by the Architect and approved by the Lessee. All colors to be coordinated with furniture and equipment provided by the Lessee.

7 HEATING AND AIR CONDITIONING

a. Heating and cooling shall be provided through roof mounted self contained combination heating and air conditioning units, Lennox GCS-1 series or equal.

b. Unit sizes shall be as required by design calculations.

8. PLUMBING

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a. Public toilets to be provided as shown on the drawings.

b. Separate gas service and meters will be provided, for library, courts and house.

c. Library and store room shall be provided with fire sprinkler system by extending the existing sprinkler heads thru the new ceiling.

9. ELECTRICAL

a. Lighting level of 75 foot candles will be provided at desk height level.

b. Lighting fixtures shall be 4' - 0" Florescent tube fixtures with Acrylic lense and thermo by - pass ballast.

c. Electric outlets shall consist of 26 wall outlets and 8 floor outlets, and one clock outlet at approximate location shown on the drawings.

d. Exterior lighting and sign outlet on time clock control will be provided at the front canopy.

e. Separate electric service and meters will be provided.

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G WILLIAMS &
BY: George Williams 2

(Endorsed) Filed FEB - 1 1968
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

See original for signatures

AGREEMENT NO. 67-110
(Nursing Education Program)

THIS AGREEMENT is made and entered into this 12th day of December, 1967, between COUNTY OF YOLO, hereinafter called the COUNTY, and the LOS RIOS JUNIOR COLLEGE DISTRICT OF SACRAMENTO COUNTY, hereinafter called the DISTRICT,

W I T N E S S E T H:

WHEREAS, the DISTRICT operates the Sacramento City College, hereinafter referred to as the College, which provides in its curriculum a program in Nursing Education; and COUNTY operates Yolo General Hospital, hereinafter referred to as Hospital; and

WHEREAS, the Hospital is willing under certain conditions to allow the DISTRICT to utilize the facilities of such Hospital for clinical experience of students enrolled in the Nursing Education Program of the College;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

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1. PERIOD OF AGREEMENT

This agreement shall be effective as of the date of execution, and shall continue in effect for an indefinite period, subject to termination by either party at the end of a school year on one semester advance written notice to the other party.

2. GENERAL DUTIES OF DISTRICT

The DISTRICT shall (a) provide students enrolled in the Nursing Education Program at the college for instruction at the facilities of the Hospital; (b) test and select all such students; (c) provide instructors in accordance

with the rules established by the State Board regulating Nursing Education; (d) provide all supervision and instruction required in the program unless in specific instances other provisions are made and are mutually satisfactory to the DISTRICT and the Hospital.

3. GENERAL DUTIES OF HOSPITAL

The Hospital shall provide (a) such nursing experience and observational opportunies as are of educational value; (b) adequate classroom and conference room space; (c) office and/or desk space for instructors; and (d) locker facilities for instructors and students.

4. USE OF PARKING AND CAFETERIA FACILITIES

The Hospital shall permit the use of parking facilities by instructors, and cafeteria facilities of the Hospital by students and instructors.

5. MEDICAL AID

The Hospital shall provide first-aid treatment to students assigned to the Hospital needing such care, but shall not be obligated to furnish any other medical or surgical service to any student. Any student returning from an absence caused by any illness or injury shall be cleared by a physician, including hospital staff physicians or physicians employed by the DISTRICT.

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6. HOSPITAL STAFF

The Hospital shall not decrease the normal number of its staff as a result of the assignment of students.

7. CURRICULUM

The DISTRICT shall plan the days and hours of the clinical experience for students. The selection of patients for such student experience shall be made by the clinical instructors of the DISTRICT in concurrence with the appropriate Head Nurse. All plans for observations and/or

clinical experience shall be subject to the approval of the Hospital.

8. HEALTH CERTIFICATION OF STUDENTS

The DISTRICT shall examine each student for physical fitness and shall provide certification that the students have been immunized against the common communicable diseases.

9. UNIFORMS

Each student and instructor shall wear a uniform designated by the DISTRICT except when assigned to services for which the Hospital requires and furnishes a special uniform.

10. SUPERVISION OF STUDENT

Each student shall be subject to the rules and regulations of the Hospital and the DISTRICT.

11. DISCONTINUANCE OF STUDENT ASSIGNMENTS

The DISTRICT may, for cause and upon notice, discontinue the assignment of any student at any time during the period of this Agreement. The Hospital at any time may recommend the discontinuance of the assignment of a student.

12. STATUS OF STUDENTS AND INSTRUCTORS

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Students and instructors of the DISTRICT shall be licensees for the limited purposes expressed in this Agreement. Such students and instructors shall not be deemed employees of the Hospital during the hours in which they are assigned to the Nursing Education Program of the College. Neither party to this Agreement shall be obligated to pay any monetary compensation to the other or to any student, unless in specific instances where other provisions are made and are mutually satisfactory to the DISTRICT and the Hospital.

13. LIABILITY FOR INJURY OR DAMAGES

DISTRICT agrees to the extent allowed by law to indemnify, defend, and save harmless COUNTY, its officers, employees, and servants from any liability imposed by law for any injury or damages caused by any act or omission of DISTRICT'S officers, employees or servants, occurring in the performance or otherwise arising out of this agreement, or caused by any act or omission of students and instructors of DISTRICT during the hours in which they are assigned to the Nursing Education Program of the College.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives on the day and year first above written.

DISTRICT:
LOS RIOS JUNIOR COLLEGE DISTRICT OF SACRAMENTO COUNTY, a political subdivision of the State of California

BY _____
GEORGE A. RICE, JR.
Assistant Superintendent

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COUNTY:
COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

FILED
DEC 26 1967
LAURENCE P. HERMAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 67-111

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into this 26th day of December, 1967, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and ARBUCKLE-COLLEGE CITY FIRE DISTRICT, hereinafter called OWNER, each political subdivisions of the State of California.

WHEREAS, it is the desire of OWNER that the COUNTY service, repair, and maintain all of the communications equipment of OWNER; and

WHEREAS, it is the desire of the COUNTY to service, repair, and maintain the said communications equipment of OWNER.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That COUNTY will, when notified by said OWNER, service, repair, and maintain the said communication equipment; said OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

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2. It is mutually agreed that the COUNTY shall charge, and the OWNER shall pay to the COUNTY, the following amounts as indicated for the services, repair, and maintenance listed herein.

(a) Seven and 50/100 dollars ($7.50) per man hour shall be charged for labor. All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS TEN PERCENT (10%).

(c) Required F.C.C. measurements shall be charged at the rate of seven and 50/100 dollars ($7.50) per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty dollars ($30.00) plus material.

(e) Removal of mobile units shall be seven and 50/100 dollars ($7.50) each.

(f) The charge for actuating and testing the siren for the OWNER will be five dollars ($5.00) per month (where applicable). All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the OWNER shall hold the COUNTY harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

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4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

DATED this 21st day of December 1967.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

OWNER - ARBUCKLE-COLLEGE CITY FIRE DIST.

_____
H. Christian, Chairman, Board Fire Comm.

_____
G. Ayers, Sec. Board of Fire Commissioners

YOLO COUNTY
AGREEMENT NO. 67-112

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH

(Endorsed) Filed JAN 17 1968
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

Contract No: 379

Special MCH-MR Grant Agreement

This agreement is made and entered into this first day of July, 1967 at Berkeley, California, by and between the State of California, through its Department of Public Health, hereinafter called the State, and the xxxxxxxx County of Yolo, hereinafter called the Contractor.

WITNESSETH: WHEREAS, the Congress of the United States, through the Children's Bureau, has made a financial allocation to the State of California to assist in providing mental retardation services in MCH programs in California; and

WHEREAS, local health departments and other public agencies, or non-profit private agencies, institutions or organizations in California may qualify for these MCH funds in support of projects approved by the State; and

WHEREAS, there is an existing State program for establishing regional diagnostic, counseling and service centers for the mentally retarded; and

WHEREAS, the Contractor has submitted to the State an application for an MCH-MR special project grant, attached Exhibit B, and

WHEREAS, said application has been approved in its amended form for funding by the State;

NOW, THEREFORE, it is mutually agreed as follows:

1. The Contractor will carry out the services according to attached General Terms and Conditions, marked Exhibit A, and said approved project application, marked Exhibit B, which Exhibits A and B are by this reference made a part hereof.

2. The period of this contract shall be from July 1, 1967 to June 30, 1968

3. The Contractor shall submit a final report of project operations and such other reports as may be required by the State.

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4. State shall reimburse the Contractor not more frequently than quarterly for actual expenditures in accordance with the budget herein contained, upon receipt of invoices in triplicate. The total liability of the State under this contract shall not exceed $1,950.

5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

County of Yolo
Contractor: [illegible]

Contract No: 379

IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

By Original signed
Jack Kirkpatrick
Assistant Chief, Division of Administration

County of Yolo
Contractor [illegible]

By
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Deputy
County Counsel
of Yolo County

DO NOT WRITE IN THIS SPACE

PH- Federal Funds 1967/68F.Y.
Federal Funds
[illegible]
Amount of this Estimate $ 1,050.00

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance (After Revision No. _____)

Accounting Officer

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1615

Exhibit A

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

Bureau of Maternal and Child Health

General Terms and Conditions

MCH-MR Special Project Contracts

Contracts for MCH-MR Special Projects supported by the United States Children's Bureau Allocation to the California State Department of Public Health and all reimbursements thereunder are subject to the following:

1. USE OF FUNDS

A. Funds may be expended pursuant to the contract only for the purposes specified in the approved attached project application and in accordance with applicable Federal, State and local laws and regulations.

Funds may be used for the following direct costs: salaries and necessary travel expenses of professional, technical and supporting personnel; purchase of equipment, supplies and services; and such other specifically authorized expenses as may be essential to carry out the project. Where personnel work only part-time on the project, only that portion of their salaries and travel attributable to project operations may be paid from contract funds. Supporting time, salary and travel records must be kept in such instances.

If specifically provided in the approved project application, contract funds may be used for the purchase of medical and dental services provided in general health service clinics or in other facilities.

B. The Contractor will assume indirect (overhead) costs incurred in carrying out the project.

C. Funds may not be budgeted or used for the acquisition of land, acquisition or construction of buildings, travel outside California, dues payable to professional societies and organizations, costs of hospitalization or for medical or dental services except as authorized under Paragraph A.

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D. It is expected that the Contractor will follow the distribution of funds by category as approved in the budget, with the exception that transfers without specific approval may be made between categories if such transfers in the contract period do not result in a cumulative increase in any budget category of more than 25 per cent of the amount originally authorized in that category. Where (1) a larger transfer is involved, or (2) a transfer, regardless of the amount, would result in a significant change in the character or scope of the project, an approved amendment must be secured.

E. For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $18.75 per hour during any 24-hour period, or (2) $150.00 for any 24-hour period inclusive of Contractor's overhead, profits, and expenses. In addition, the Contractor may

be reimbursed for necessary traveling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.

F. All encumbrances of contract funds must be incurred and supported by a valid encumbering document within the approved contract period, and unless otherwise authorized, liquidated within two years of the date on which the encumbrance was incurred.

2. FEES

To the extent authorized by State or local law, Contractors may collect fees for health services provided in connection with the operation of the contract and are authorized to use such fees for project operations as approved or amended in addition to the contract funds without amending the contract. Contractors shall be accountable to the State for an amount of funds equivalent to the total of the fees collected in addition to the amount of funds received in payments under the contract. This accountability may be satisfied (1) through the expenditure of such funds (contract expenditures plus fees collected for activity) on the project; (2) through refund of any unexpended funds to the State; or (3) through an equivalent reduction in subsequent State payments for contract expenditures.

3. REIMBURSEMENT FOR SERVICES

Reimbursement for referral services and X-ray and laboratory services shall not exceed the rates contained in the 1964 Relative Value Study and the schedule of maximum allowance for medical and related services approved by the State Department of Finance.

4. EQUIPMENT ACCOUNTABILITY

All equipment, materials, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not consumed in the work described herein, shall be the property of the State and disposed of as directed by the State. Contractor shall furnish, in a form acceptable to the State, a list of equipment when purchased.

5. RECORDS AND REPORTS BY CONTRACTOR

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A. The Contractor must maintain necessary program and financial records to facilitate submission of required reports and the conduct of project operations review and fiscal audits.

B. Financial reports will be required quarterly. (A different reporting schedule may be arranged for contracts of short duration.)

A separate fund account shall be maintained for the project, unless subsidiary accounts are maintained to reflect total receipts and expenditures for the project by fund source and object classification. A separate control by source

and object classification shall be maintained to record such data. Expenditures reported for the project shall include any obligations incurred within the contract period. These accounts, supporting invoices, warrants, records of fees collected, payrolls, etc., shall be retained until the Federal and/or State fiscal audit is completed and any questions arising from it resolved. Records adequate for the identification and location of property purchased in whole or in part with contract funds also shall be maintained.

6. SITE VISITS AND AUDITS

A. The State may arrange for site visits by State and Federal representatives for the purpose of reviewing and evaluating project operations.

B. Fiscal audit may be made by representatives of the State and/or the Federal Government, and Contractors will receive a report of their findings. For auditing purposes, all records (see Paragraph 5) must be accessible to these representatives.

7. TERMINATION OF CONTRACTS AND REPAYMENT OF CONTRACT FUNDS

A. In the event a Contractor fails to comply with State and Federal law, regulations, or these terms and conditions, or fails to carry out the project as approved and pursuant to the contract, the State may, on reasonable notice to the Contractor, withhold further payments and terminate the contract.

B. Any unencumbered balance in or due the contract account, as determined by audit, at the termination of the contract must be refunded to the State.

8. CIVIL RIGHTS ACT OF 1964

The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

Mara Eichel

1614

Exhibit B

County of Yolo

Woodland, California

YOLO COUNTY HEALTH DEPARTMENT
HERBERT BAUER, M.D., M.P.H.
Public Health Director

10 COTTONWOOD STREET, WOODLAND
662-3241 - EXT. 250
BRODERICK BRANCH OFFICE
448-9349

May 8, 1967

Wm. Allen Longshore, M.D., Chief
Division of Community Health Services
State Department of Public Health
2151 Berkeley Way
Berkeley, California 94704

Dear Doctor Longshore:

In response to your memorandum of May 4, 1967, concerning the use of MCH-MR Allotment funds for the coming year, let me say that we intend to use whatever amount we receive for continuation of the program which was successfully started last year.

We hired a part-time social worker to whom we referred selected families with mentally retarded children for social casework. This included consultation with the schools, coordination with our mental health service, assistance in making applications for institutional care, interpretation of medical findings, and psychological support. The amount available obviously permitted such activities only to a very limited extent. We would like to continue this program on at least the same scale and have therefore tentatively inserted in our proposed budget the same figure we received last year, namely $1050.00. However, needless to say, any additional amount allotted to us will make it possible for us to increase this worthwhile program commensurate with the amount available. The only obstacle might be that it would be difficult to find a part-time social worker interested and experienced in problems of mental retardation since Mrs. Conrad who worked with us last year is leaving for Washington, D.C.

It may also be of interest to note that the developing Medical School in Davis seems to be interested in problems of mental health and mental retardation and should any arrangements be made between you and them, we would certainly desire to become involved. It would help us to know what amount will be available to us for this program next year so we may correct our budget figures accordingly.

Sincerely,

Herbert Bauer

Herbert Bauer, M.D.
Public Health Director and
Director of Mental Health

HB:er
cc: Mrs. Evelyn Musgrove

Exhibit B

California State Department of Public Health
2151 Berkeley Way, Berkeley, California

MCH ALLOTMENT PLAN AND
MCH-MR SPECIAL PROJECT APPLICATION

(Submit in Triplicate)

For: ☐ MCH Categorical Formula Allotment

☒ MCH-MR Special Project Application
XX

Before completing this form, please review the accompanying instructions.

1. Name and Address of Local Health Department: YOLO COUNTY HEALTH DEPARTMENT
10 COTTONWOOD ST., WOODLAND, CALIFORNIA
MAILING ADDRESS: P.O. Box 1757 ZIP CODE 95695

2. Plan Title: SOCIAL CASEWORK WITH FAMILIES WITH RETARDED CHILDREN

3. Name, Address and Title of Plan Director:
ROBERT HAMER, M.D.
PUBLIC HEALTH DIRECTOR AND DIRECTOR OF MENTAL HEALTH
10 COTTONWOOD ST., WOODLAND, CALIF.

4. Name, Address and Title of Fiscal Officer:
DONA AHLEN
COUNTY TREASURER/ TAX COLLECTOR
COURTHOUSE, WOODLAND, CALIFORNIA

5. Allotment Period From: JULY 1, 1967 (1966) To: JUNE 30, 1968
Month, Day, Year Month, Day, Year

BUDGET

	Percent of Time on this Program	Requested
A. Personnel (Salaries and wages - show the employee benefits separately)		SUBTOTAL:
B. Equipment		SUBTOTAL:
C. Supplies		SUBTOTAL:
D. Travel		SUBTOTAL:
E. Other PROFESSIONAL & SPECIALIZED SERVICES-- CONSULTANT		1050.00 SUBTOTAL:
F. TOTAL		TOTAL: 1050.00

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G. AGREEMENT: Allotment funds approved as a result of this plan are to be used solely for the purpose set forth and in compliance with the terms and conditions established by the State Health Department.

3/14/67
Date

Signature of Plan Director